

2. AMENDMENT/MODIFICATION NO. 17	3. EFFECTIVE DATE 15-Mar-2015	4. REQUISITION/PURCHASE REQ. NO. N4703915RCD9015	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00189	7. ADMINISTERED BY (If other than Item 6) CODE	S0107A

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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) TSM 7622 Bartlett Corporate Drive, Suite 101 Bartlett TN 38133-0000		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO.  N00178-04-D-4148-FK01
		10B. DATED (SEE ITEM 13)  17-Oct-2012
CAGE CODE 9R448	FACILITY CODE	

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[ ]	
[ ]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) DFAR 252.232-7007 'Limitation of Government's Obligation'

E. IMPORTANT: Contractor [ X ] 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)  Erin Kilrain, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 16-Mar-2015
(Signature of person authorized to sign)	BY /s/Erin Kilrain (Signature of Contracting Officer)

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**GENERAL INFORMATION**

The purpose of this modification is to incrementally fund the task order IAW DFAR 252.232-7007 "Limitation of Government's Obligation". Document N4703915RCD9015 has been provided in the amount of [REDACTED] to fully fund the current option period. As a result of this modification, Option II is fully funded. 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 [REDACTED] by [REDACTED] to [REDACTED]

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
800203	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from [REDACTED] by [REDACTED] to [REDACTED]

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

CLIN/SLIN	From	To
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LOA: 1751804 11T0 251 47039 B 068892 2D CD9015 470395N9IRAQ [REDACTED]

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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
5000	R408	Program Management Support (O&MN,N)	11.0	MO	██████████	██████████
500001	R408	INCREMENTAL FUNDING (O&MN,N)				
500002	R408	INCREMENTAL FUNDING (O&MN,N)				
500003	R408	INCREMENTAL FUNDING (O&MN,N)				
5001	R408	Program Management Support (O&MN,N)	12.0	MO	██████████	██████████
500101	R408	Incremental Funding (O&MN,N)				
500102	R408	Incremental Funding (O&MN,N)				
5002	R408	Program Management Support - Prorated First Month (O&MN,N)	1.0	MO	██████████	██████████
8002	R408	Program Management Support (O&MN,N)	12.0	MO	██████████	██████████
800201	R408	Incremental funding for CLIN 8002 (O&MN,N)				
800202	R408	Incremental funding for CLIN 8002 (O&MN,N)				
800203	R408	Incremental funding for CLIN 8002 (O&MN,N)				

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### **Performance-Based Work Statement for Information Technology (IT) Service Support for N9's Director Action Group OPNAV N9Z**

#### **1. Introduction**

Deputy Chief of Naval Operations for Warfare Systems (N9) is responsible for the integration of manpower, training, sustainment, modernization, and procurement of the Navy's warfare systems currently resourced by the Directors of Expeditionary Warfare (N95), Surface Warfare (N96), Undersea Warfare (N97), and Air Warfare (N98). The N9 Program Objective Memorandum (POM) protects warfighting capability by integrating platform-centric trades while sustaining fleet wholeness.

The Decision Support (DS) / Director's Action Group (DAG) (N9Z) provides DCNO for Warfare Systems (N9) comprehensive decision support through independent research and evaluation of capability wholeness to achieve Navy's roles and missions. Specific N9Z responsibilities and functions are:

##### Strategic Planning and Engagement

- Strategic Communication and Engagement. Support development of a proactive, milestone driven strategic communication and engagement plans that further N9's vision and strategy.
- Internal and External Communication. Monitoring of N9 processes and recommend changes to ensure that Director's message is synchronized with all N9 internal and external communications.
- Strategic Engagement. Monitoring of internal and external networks for trends and developments impacting N9 to provide engagement recommendations.

##### Warfare Systems Wholeness

- Warfare System Wholeness Initiatives. Supporting development of a properly resourced N9 current and future force structure and warfare systems program through identification of programs and warfare systems where integration and interoperability improvements can be implemented to achieve wholeness.
- Strategic Messaging. Developing, in collaboration with applicable N9 and external directorates, executive level presentations that articulate N9 current and future force structure and warfare system challenges, strategies, and programs.
- Warfare System Engagement. Coordination of N9's studies inputs.

##### Congressional Support

- Support coordination of testimony preparations, support writing N9 testimony to Congress, support staff responses to post-testimony requests and, coordinate markups and N9 appeals.

##### Special Projects

- Providing targeted research to answer questions of immediate relevancy to N9/N9I, or to address issues that span the staff's knowledge base and require a deeper look. Coordinating the completion of high priority projects directed leadership.

##### Strategic Executive Support

- Reviewing staff actions and products to ensure they meet Navy policy requirements and N9's guidance and intent and recommending changes or produce replacement products as required.
- Executive Decision-Making Process. Analyzing, assessing and recommending changes to N9 executive decision-making processes and associated business rules to ensure the Director's involvement at key decision points and to improve N9 effectiveness and efficiency and to align internal with external executive decision-making processes.

#### **2. Background**

N9Z has a requirement for an Assistant Contract Technical Representative / Information Technology Consultant

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(ACTR/ITC) to be their directorate's representative for NMCI operational issues.

This task requires access to Planning, Programming, Budgeting and Execution System (PPBES) data and sensitive Personally Identifiable Information (PII). PPBES data will not be disclosed outside of the Department of Defense (DoD) and other governmental agencies directly involved in the defense planning and resource allocation process. Disclosure of PPBES information to Congress and the General Accountability Office (GAO) is covered by statute or other procedures. Disclosure, unless required by specific taskin, and/or illegal use of PII is covered under statue and will not be tolerated.

### 3. Scope

**The contractor shall perform duties necessary to provide IT Service Support to the Deputy Chief of Naval Operations, his personal staff, and the Director's Action Group and Liaison Officers. This work will occur within the Pentagon. Normal business hours are between 0800 and 1600 during the performance period.**

### 4. Requirements

#### 4.1 General Requirements

##### 4.1.1 Directives/Documents

- a. Executive Order 12958, as amended 25 March 2003
- b. SECNAV M-5510.36, Department of the Navy Information Security Program (ISP) Manual
- c. SECNAV M-5510.30, Department of the Navy Personnel Security Program (PSP) Manual
- d. SECNAVINST 5239.3A, Department of the Navy Information Assurance (IA) Policy
- e. OPNAVINST 5530.14D, Navy Physical Security and Law Enforcement
- f. USSAN 1-70, United States National Security Authority for NATO (USSAN) Instruction (Industrial Security) (NOTAL)
- g. DoD Directive 5210.2, Access to and Dissemination of Restricted Data, 12 Jan 1978
- h. CNO ltr 5510 N09N2/8U223000 of 7 Jan 2008, Subj: Updated Policy for "Declassify On" Markings (NOTAL)
- i. OPNAVINST 5513.1F, Department of the Navy Security Classification Guides
- j. DoD Manual 5220.22-M, National Industrial Security Program Operating Manual, 28 Feb 2006
- k. SECNAVINST 5720.42F, Department of Navy Freedom of Non-Immigrant Aliens

4.1.2 The contractor shall provide the necessary timely assistance to meet emergent requirements as requested by the Director of the Director's Action Group, technical point of contact, or other properly designated authority.

4.1.3 Contractor personnel shall be proficient in the use of Microsoft Office (Excel, Word, Access, PowerPoint, Outlook), Visio, Adobe Products, Blackberry software, and CD writing utilities.

#### 4.2 Detailed Tasks

4.2.1 The contractor shall complete the following required training within 90 days of assuming duties as ACTR, unless already completed.

- a. Computer-based training modules on the Contract Technical Representative (CTR) training website: <https://www.homeport.navy.mil/training/ctr/>
- b. Attend an ACTR training session held by the OPNAV CTR. These sessions are conducted on

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a quarterly and by request basis.

c. Complete the annual Department of Defense directed Information Assurance Awareness (IAA) training course online.

4.2.2 The contractor shall, on behalf of their Directorate, coordinate their ACTR duties with the OPNAV NMCI Contract Technical Representative (CTR) (DNS-4)

4.2.3 The contractor shall coordinate ACTR duties with their Directorate's Command Security Coordinator to ensure full compliance with current security regulations in accordance with reference (d).

4.2.4 The contractor shall maintain Directorate's accounts by utilizing the following NMCI related on-line tools:

- a. Service Request Electronic Form (SReF)
- b. Navy Enterprise Tool (NET)

4.2.5 The contractor shall conduct in-processing for all new Directorate personnel to include:

- a. Verifying security clearance with their Directorate's Command Security Coordinator
- b. Provide briefs on their security responsibilities regarding IT system usage

4.2.6 The contractor shall coordinate, validate and order NMCI service requirements in coordination with Field Support Activity (FSA).

4.2.7 The contractor shall assist in transferring existing or creating new NMCI user accounts

4.2.8 The contractor shall ensure user System Authorization Access Request (SAAR) forms are completed and routed to the OPNAV Information Assurance Manager (IAM) (DNS-43).

4.2.9 The contractor shall act as their Directorate's focal point for all NMCI requirements to include:

- a. Assisting Directorate users with submitting trouble tickets
- b. Preparing Move-Add-Change (MAC) requests
- c. Maintaining the NET database for accurate accounting and billing for all Directorate user accounts NMCI delivered services and assets.

4.2.10 The contractor shall maintain up-to-date familiarity with NMCI Contract Line Item Numbers (CLINs).

4.2.11 The contractor shall conduct monthly survey of all NMCI services being provided to the Directorate to identify:

- a. New service requirements. Coordinate ordering, funding and delivery with the Directorate and the OPNAV CTR. Verify actual date of full delivery of all NMCI services to provide full invoice accounting to the OPNAV CTR
- b. Services due for technical refresh. Coordinate replacement schedule with the Directorate and the OPNAV CTR
- c. Services no longer required by the Directorate. Coordinate termination and equipment turn-in with the Directorate personnel and the OPNAV CTR. If the services being terminated involve classified material (including classified computers, hard drives, storage devices, etc.), the ACTR shall coordinate turn-in with the Directorate's Command Security Coordinator and the OPNAV CTR. All classified material handling and destruction requirements shall be in accordance with Chapter 12 of reference (d).

4.2.12. The contractor shall support the Directorate Command Security Coordinator and the Command

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Information Assurance Manager (IAM), as required.

4.2.13. The contractor shall support Directorate personnel with contacting the NMCI Helpdesk and escalating trouble tickets that are not being resolved in a timely manner.

4.2.14. The contractor shall coordinate any Directorate personnel moves (internal or external to their current office) with the OPNAV CTR prior to actual move to properly plan, document, and ensuring minimal service interruption to the user. Coordination includes but is not limited to:

- a. Providing move details and timelines to the OPNAV CTR
- b. Submitting Form 5E for all Pentagon and National Capital Region infrastructure changes
- c. Submitting updates to the NET tool and providing Move-Add-Change (MAC) forms for all NMCI hardware asset physical moves and/or NMCI active directory changes.

4.2.15. The contractor shall assist staff personnel and the command to deactivate all NMCI user accounts upon their departure from the Directorate and/or the command if needed.

4.2.16. The contractor shall submit updates to the NET tool, and submit Move-Add-Change (MAC) requests for all NMCI hardware asset physical moves and active directory changes as needed.

4.2.17. The contractor shall coordinate, validate and order new NMCI services in coordination with Field Support Activity and conduct the periodic technical refresh of existing NMCI services. ACTR duties include:

- a. Ensuring the following information is correct in the NET tool: all personal data for each individual user (profile and account information); and asset information, including asset tag number and location.
- b. Ensuring all software applications required for each user are identified correctly and associated with the correct user and asset in the NET tool.
- c. Prior to delivery, coordinating NMCI delivery of any new services, equipment, or software applications with the appropriate Directorate office personnel and the OPNAV CTR.
- d. For Secret Internet Protocol Router Network (SIPRNET) desktop computers, coordinating receipt of all classified internal hard drives with the Directorate's Command Security Coordinator. Ensure all "chain of custody" paperwork is completed to transfer classified material to the end user.

4.2.18. The contractor shall ensure proper handling, transfer, and/or destruction of classified NMCI materials in accordance with current security regulations, protocols and those procedures are integral to adequately perform the ACTR function. Classified NMCI materials includes all classified hard drives/desktop and laptop computers/storage devices or media.

4.2.19. The contractor shall coordinate all service termination and turn-in of classified NMCI material, in advance, with the directorate's Command Security Coordinator and the OPNAV CTR. Ensure all classified material handling and destruction complies with Chapter 12 of reference (d).

4.2.20. The contractor shall coordinate maintenance of Video teleconferencing (VTC) hardware and software.

4.2.21. The contractor shall coordinate videoconference services, if the directorate is so equipped, on the unclassified and classified network to include:

- a. Network and scheduling required for users to conduct videoconferences with other parties on the network or on other DON, DoD, federal or commercial networks.
- b. Arrange multi-point bridging for VTC if needed

4.2.22. The contractor shall provide user training and education as needed on the Voice over Internet

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Protocol (VOIP) system provided by the Government for voice services on the network.

4.2.23. The contractor shall manage, and maintain, equipment supporting VoIP networks.

4.2.24. The contractor shall support Staff personnel in their discussions with NMCI in providing Blackberry or similar device voice and data cellular solutions for connectivity to the Network to designated users. The N-code must have data service purchased before a device can access email.

## 5.0 Deliverables

DELIVERABLE	TYPE/DESCRIPTING: The contractor shall:	Frequency/Due Date
Maintenance Logs	Prepare and maintain written documentation of all operations	<i>Daily</i>
Incident/Occurrence	Prepare a report documenting the issue/problem; discuss options/findings, and provide solutions and or corrective actions.	<i>Upon occurrence of a incident</i>
Staff Meeting/Minutes	Conduct a team meeting with government personnel to discuss issues, impacts and projects status. Provide summary minutes for each meeting.	<i>As Required</i>
Scheduled System	Define the work to be performed and publish maintenance schedules for distribution to customers, if required	<i>As Required</i>
Status Reports	Prepare a report of key status items, unique occurrences or actions and findings, and recommendations to improve services.	<i>Quarterly</i>
System Back-up	Prepare and conduct system backups according to established standard operating procedures	<i>As required by policy</i>
Equipment Issues	When on premises, promptly address issues with products on hand or handle communication with NMCI or other supporting agencies on behalf of members of N9, N9 Director's Action Group & Liaisons	<i>As Required</i>

## 6.0 Contract Personnel



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6.1 The Government will not exercise any supervision or control over Contractor employee performing services under this Performance Work Statement (PWS); such employees shall be accountable solely to the Contractor who, in turn, is responsible to the Government.

6.2 It is essential that continuity of services be maintained to the maximum degree possible; hence, substitution of Contractor employees shall be kept to the absolute minimum. All substitute personnel must meet the personnel qualifications as set forth in the contract and approved by the Government.

6.3 The contractor shall keep the government informed on all technical or administrative activities associated with this effort through proactive communication and through status reports as required.

6.4 The Contractor shall establish appropriate administrative, technical, and physical safeguards to protect any and all Government data, to ensure the confidentiality, integrity, and availability of Government data.

6.5 The Contractor shall ensure that employees providing services under this contract are able to read, write, and speak English fluently.

#### 6.6 Knowledge

6.6.1 The contractor shall provide personnel with current skill sets to perform the tasks outlined in the statement of work. Due to the evolving nature of the Information Technology industry, the government requires the skill level of the staff to remain current with technology. The government expects the contractor to provide qualified substitutes for any employee involved in off-site training required to maintain competency to work under this contract.

6.6.2 The contractor personnel shall have the skills and knowledge necessary to support the behavioral aspects of the system such as *executive level requests and issue* resolution, organization specific terminology, acronyms and DOD/DON policies and procedures.

6.6.3 Continuous training/education is required for these positions as technology and standards are changing. All costs related to such training, including travel costs, are the responsibility of the contractor.

#### 6.7 Qualifications

6.7.1 As a minimum, Contractor employees shall have the ability and skill to maintain, network, application and information assurance software, system(s), and security protocols in the following areas:

- *Database Management Services*
- *Configuration Management*
- *IT Desktop Support*
- *Basic Troubleshooting*

6.7.2 The Contractor shall furnish personnel within the following functional areas with a combination of skill sets and understanding of the below technologies:

- a. DEVELOPMENT & GRAPHIC:
  - Visio 2003 (or current version)
  - Visual Basic using Business Objects
- b. OPERATING & DESKTOP:
  - Microsoft Operating System w/IIS, Transaction Server
  - Windows NT/2000/2003 (or current version)
  - Microsoft Windows XP Desktop (or current version)
  - Microsoft SQL 2000/2005 (or current version)
  - Other Microsoft Windows current version
- c. OTHER:
  - Project Management

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- Configuration Management Protocol & Guidelines
- Requirements Analysis & Mapping
- Technical Writing
- HIPPA Guidelines
- DON Guidelines
- NMCI Enterprise Tool / MAC requests

## 6.8 Personnel

6.8.1 The Contractor shall furnish qualified personnel to assure satisfactory performance of the services required by the PWS. Contractor employees applied to this contract must be eligible for a SECRET security clearance.

6.8.2 Contractor personnel shall have the appropriate security clearance and/or IT designation(s) for access to classified and/or sensitive data. The Contractor is responsible for obtaining and maintaining the appropriate security clearance and/or IT designation(s) level for each of their contract employees prior to the commencement of any contract that supports this requirement.

6.8.3 Contractor personnel shall handle and safeguard any unclassified but sensitive, and classified information in accordance with appropriate Department of Defense security regulations. Any security violation will be reported immediately to the respective Government Project Manager as appropriate.

6.8.4 Eligibility for access to information or assignment to sensitive duties shall be granted only to individuals who are United States citizens for whom an appropriate investigation has been completed and whose personal and professional history affirmatively indicates loyalty to the United States, strength of character, trustworthiness, honesty reliability, discretion, and sound judgment, as well as freedom from conflicting allegiances and potential for coercion, and willingness and ability to abide by regulations governing the use, handling, and protection of sensitive information.

6.8.5 The Contractor personnel must have 5+ years of experience in relevant Information Technology Management or Support positions. Upon award, the Contractor shall furnish to the Contracting Officer Representative (COR) documentation verifying experience in accordance with DoD 8570.

6.8.6 The Contractor shall meet with the COR and/or a designated Government representative, at least quarterly to discuss issues, progress and provide written or oral reports.

6.8.7 **RIGHTS TO TECHNICAL DATA AND SOFTWARE.** All data and files developed under this contract belong exclusively to the Government with unlimited rights as defined in DFARS 252.227-7013, "Rights in Technical Data and Computer Software" (OCT 1988). All employees will be expected to sign a Non-Disclosure (NDA) as part of their check-in process at contract award.

6.8.8 **UPON CONTRACT END.** Upon completion or termination of this contract, all computer programs and copies generated and/or provided to the Contractor under this contract shall be audited for accuracy, availability, and provided to the government within 30 business days of contract end.

## 7.0 Non-disclosure and Non-use of Information and/or Data

### (a) Sensitive and/or Proprietary Information and/or Data

**In the course of performing this contract, contractor personnel may obtain certain sensitive, non-public information and/or data. Such information may be provided by the Navy for the purposes of contract performance. Other such information may be obtained (indirectly or informally) in the course of working in close proximity to Government personnel in the Government workplace. Sensitive, non-public information includes, without limitation, information relating to the Navy's research, development, products, trade secrets, know-how, contingency plans, budgeting, customers, finances, procurements (including, but not limited to source selection information), pre-deliberative information, personnel, personally identifiable information, and any other related information without regard for whether such information and/or data would otherwise be deemed secret or routine. Sensitive, non-public information can also include proprietary third party information including but not limited to the research, development, products, trade secrets, and know-how of other contractors. All such information and/or data**

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shall be deemed to be “sensitive and/or proprietary,” whether or not designated or marked.

**(b) PPBE Documents and Data**

Planning, Programming, Budgeting, and Execution (PPBE) documents and data as described in DoD Directive 7045.14, “The Planning, Programming, and Budgeting System,” May 22, 1984, Change 1, July 28, 1990 and Deputy Secretary of Defense Memorandum, “Control of Planning, Programming, Budgeting, and Execution (PPBE) Documents and Information,” 27 March 2004) obtained, received, or learned by the Contractor and/or its personnel and/or subcontractors as a result of performance of this contract shall be deemed to be “sensitive” and/or “proprietary” whether or not such data is so designated or marked. The Contractor and its personnel and subcontractors who obtain, receive, or learn of PPBE documents and data in the course of performance of this contract shall restrict its access to the minimum number of contractor personnel or subcontractors necessary for performance of this contract. No one who prepares offers, proposals, bids, and/or quotations for Government and/or non-Government procurements shall be provided access to PPBE documents or data. The Contractor shall ensure that each of its personnel and subcontractors who obtains, receives, or gains knowledge of such information and/or data as a result of performance of this contract understands and complies with this “Non-Disclosure and Non-Use of Information and/or Data” provision.

**(c) Non-Disclosure of Information and/or data**

The Contractor and its personnel and subcontractors shall disclose sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract only to Contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such sensitive and/or proprietary information and/or data is required in performance of this contract. The Contractor and its personnel and subcontractors shall not disclose such information and/or data to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent disclosure of such sensitive and/or proprietary information and/or data except as specifically permitted herein.

**(d) Non-Use of Information and/or Data**

The Contractor and its personnel and subcontractors shall use sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract, whether in paper or electronic format or received orally, only in direct performance of this contract and for no other purpose. The Contractor and its personnel and subcontractors shall not use or consider such information and/or data in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent use of such information and/or data except as specifically permitted herein. Contractor employees shall not disclose such information and/or data to persons other than United States Department of Defense personnel and to other contractor personnel on a need-to-know basis for performance of the contract, except as otherwise approved by the Contracting Officer in writing, and unless required by court order or applicable law, or unless necessary to conduct a judicial or administrative inquiry.

**(e) Non-Disclosure/Non-Use Agreements**

**(1) Before any of the Contractor’s personnel or the personnel of any tier subcontractor becomes involved in performance of this contract, the Contractor shall obtain a non-disclosure/non-use agreement signed by that person. The non-disclosure/non-use agreement shall state that:**

**(A) He/she shall disclose sensitive and/or proprietary information and/or data obtained, received, or learned by him/her as a result of performance of this contract only to contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such data is required in performance of this contract.**

**(B) He/she shall not disclose sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements.**

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(C) He/she shall use sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract only in direct performance of this contract and for no other purpose.

(D) He/she shall not use or consider sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement.

(2) Any access by contractor personnel or the personnel of any tier subcontractor to the Navy's Program Budget Information System (PBIS) requires specific authorization. Such access will only be provided when necessary for performance of the contract's requirements. A separate "PBIS Data Access Certificate of Nondisclosure" must be signed and provided to the designated PBIS administrator before such access will be authorized.

(3) In the event that the Contractor, its personnel, and or subcontractors will obtain, receive, or learn sensitive and/or proprietary information and/or data of other entities as a result of performance of this contract, the Contractor shall execute a non-disclosure/non-use agreement with each such entity prior to having access to the sensitive and/or proprietary information and/or data provided by the entity.

(f) Requirement to Disclose Sensitive and/or Proprietary Information and/or data

If the Contractor, its personnel and/or is subcontractors receive a court order requiring disclosure of information and/or data obtained, received, or learned as a result of performance of this contract or if the Contractor believes disclosure of such information and/or data is otherwise required by law or regulation, the Contractor shall contact the Contracting Officer immediately and fully inform the Contracting Officer of the court order or other requirement prior to any disclosure of information and/or data.

(g) Exception

This "Non-Disclosure and Non-Use of Information and/or Data" provision does not apply to information and/or data that (i) Contractor knew before the Navy disclosed it; (ii) has become publicly known through no wrongful act of Contractor; or (iii) the Contractor developed independently, as evidenced by appropriate documentation. The Contractor shall be responsible for ensuring that all contractor personnel who obtain such data/information understand and abide by the terms of this provision.

(h) Government Remedy

Any violation of the terms of this "Non-Disclosure and Non-Use of Information and/or Data" provision is a material and substantial breach of this contract, and the Government may, in addition to any other remedy available, terminate this contract, or any part thereof, for cause or default. Noncompliance with the "Non-Disclosure and Non-Use of Information and/or Data" provision may also adversely affect the Contractor's past performance rating for consideration under future acquisitions.

(i) Non-disclosure/Non-Use Agreements

The Contractor shall maintain all non-disclosure and non-use of data agreements required by this clause and shall make such agreements available for immediate inspection by the Contracting Officer or the Contracting Officer's designated representative.

(j) Disposal of Documents

Upon completion of the tasks assigned or termination of the contract, or upon demand, whichever is earliest, the contractor shall return any and all documents containing sensitive and/or proprietary information and/or data (including any copies or reproductions thereof) in its possession or control.

## 8. ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

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 Machinery Condition Analysis Services via a secure data collection site. The

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**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 1 October to 30 September. While inputs may be reported at 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>.**

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**SECTION D PACKAGING AND MARKING**

NOT APPLICABLE

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## SECTION E INSPECTION AND ACCEPTANCE

### QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Purpose: To ensure that the Government has an effective and systematic method of surveillance for the services in the Performance Work Statement (PWS). The Quality Assurance Surveillance Plan (QASP) will be used primarily as a tool to verify that the contractor is performing all services required by the PWS in a timely, accurate and complete fashion.

1. Critical performance processes and requirements. Critical to the performance of this effort is providing IT Service Support to the Deputy Chief of Naval Operations, his personal staff, and the Director's Action Group and Liaison Officers.

2. Performance Standards

a. Schedule - The due dates for deliverables and the actual accomplishment of the schedule will be assessed against original due dates and milestones established for the contract or task order(s).

b. Deliverables – The deliverables required to be submitted will be assessed against the specifications for the deliverables detailed in the contract/task order(s) and the Quality Control Plan (QCP), if required by the contract, for the required content, quality, timeliness, and accuracy.

c. Past Performance - In addition to any schedule, and deliverables, of performance discussed above, pursuant to FAR 42.15, the Government will assess the contractor's record of conforming to contract requirements and to standards of good workmanship, the contractor's adherence to contract schedules including the administrative aspects of performance, the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction, and the contractor's business-like concern for the interest of the customer.

3. Surveillance methods: The primary methods of surveillance used to monitor performance of this contract will include, but not be limited to, random or planned sampling, periodic or inspection, and validated customer complaints.

4. Performance Measurement: Performance will be measured in accordance with the following table:

The contractor service requirements are summarized into performance elements that relate directly to mission essential items as well as performance thresholds which briefly describe the minimum acceptable levels of service required for each requirement. A QASP table is provided below and outlines the performance elements, performance thresholds, surveillance methods, and associated payment for this task order.

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Quality Assurance Surveillance Plan (QASP) Table

<b>Performance Element</b>	<b>Performance Requirement</b>	<b>Surveillance Method</b>	<b>Frequency</b>	<b>Acceptable Quality Level</b>
Contract Deliverables	Contract deliverables furnished as prescribed in the PWS, attachments, CDRLs, Task Orders, etc., as applicable.	Inspection by the COR	100% inspection of all contract deliverables.	>95% of deliverables submitted timely and without rework required.
Process Improvement and Efficiencies	Recommendation and documentation from Contractor on transformational recommendations, strategies, and communications.	Evaluation by N9Z Director, Deputy Director, and N9 leadership	As Required	Transformational recommendations are provided for events, processes and procedures.
Overall Contract Performance	Overall contract performance of sufficient quality to earn a Satisfactory (or higher) rating in the COR's annual report on Contractor Performance	Assessment by the COR	Annual	All performance elements rated Satisfactory (or higher)
Timeliness	Verified delivery of products.	Comparison of contractual due date with date actually delivered.	100% inspection of all contract deliverables.	On time for 90% of products except where lateness causes event failure, none are acceptable. Length of delays does not impact on time completion of event.
Invoicing	Monthly invoices per contract procedures are timely and accurate.	Review & acceptance of the invoice	Monthly	100% accuracy

If performance is within acceptable levels, it will be considered to be satisfactory. If not, overall performance may be considered unsatisfactory.

Incentives/Disincentives:

The TOM makes an annual report(s) on Contractor Performance (CPARS or other annual report). The contractor's failure to achieve satisfactory performance under the contract/task order, reflected in the TOMs annual report, may result in termination of the contract/task order and may also result in the loss of future Government contracts/task orders. The contractor's failure to achieve satisfactory performance under the contract/task order may result in the non-exercise of available options

For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). CDRs will be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within 5 days of receipt identifying how future occurrences of the problem will be prevented. Based upon the contractors past performance and plan to solve the problem, the Contracting Officer will determine if any further action will be taken.



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In accordance with contract clause FAR 52.246, the Inspection of Services series, the contractor will be incentivized to provide quality products in a timely manner since the Government can require the Contractor, at no additional cost, to replace or correct work that fails to meet contract requirements.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

5000	11/22/2012 - 10/21/2013
5001	10/22/2013 - 10/21/2014
5002	11/5/2012 - 11/21/2012
8002	10/22/2014 - 10/21/2015

### CLIN - DELIVERIES OR PERFORMANCE

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

5000	11/22/2012 - 10/21/2013
5001	10/22/2013 - 10/21/2014
5002	11/5/2012 - 11/21/2012
8002	10/22/2014 - 10/21/2015

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

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## SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative  
Mr. Chad Jungbluth, OPNAV N9Z  
2000 Navy Pentagon 5E188  
Washington, DC 20350  
[chad.jungbluth@navy.mil](mailto:chad.jungbluth@navy.mil)  
703-695-6211

### 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 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).

#### 2 in 1

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and

"Receiving Report" (stand-alone) document type may be used instead.)

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

**N47039**

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(Contracting Officer: Insert inspection and acceptance locations or ``Not applicable.")

(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	N68732
Issue By DoDAAC	N00189
Admin DoDAAC	N00189
Inspect By DoDAAC	N47039
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N47039
Accept at Other DoDAAC	N/A
LPO DoDAAC	N47039
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(\*Contracting Officer: Insert applicable DoDAAC information or ``See schedule" if multiple ship to/acceptance locations apply, or ``Not applicable.")

(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.

Acceptor/TOM: Mr. Chad Jungbluth, (703) 695-6211, [chad.jungbluth@navy.mil](mailto:chad.jungbluth@navy.mil)  
 Certifier/LPO: Ruth Freesland, (202) 685-1517, [ruth.freesland@navy.mil](mailto:ruth.freesland@navy.mil)

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

Contract Specialist: Charles P. Reilly III, (215) 697-1311, [charles.reilly@navy.mil](mailto:charles.reilly@navy.mil) (Contracting Officer: Insert applicable information or ``Not applicable.")

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

(End of clause)

## CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

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In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

- a. All pre-award information, questions, or data;
- b. Freedom of Information inquiries;
- c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
- d. Arranging the post award conference (See FAR 42.503).

Name: Kathleen Lockhart  
Address: NAVSUP Fleet Logistics Center Norfolk, Philadelphia Office  
700 Robbins Avenue, Bldg 2B  
Philadelphia, PA 19111  
Phone: 215-697-4706

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: Charles P. Reilly III  
Address: NAVSUP Fleet Logistics Center Norfolk, Philadelphia Office  
700 Robbins Avenue, Bldg 2B  
Philadelphia, PA 19111  
Phone: 215-697-1311

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Not Applicable

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: DFAS Columbus Center, South Entitlement Operations

5. TASK ORDER MANAGER (TOM) is responsible for:

- a. Liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work;
- c. The statement of work for delivery/task orders placed under this contract.
- d. An independent government estimate of the effort described in the definitized statement of work;
- e. Quality assurance of services performed and acceptance of the services or deliverables;
- f. Government furnished property;
- g. Security requirements on Government installation;
- h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
- i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the TOM requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. **THE TOM IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.**

Name: Mr. Chad Jungbluth  
Address: 2000 Navy Pentagon, Room 5E188

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Washington, DC 20350  
Phone: 703-695-6211

(End of text)

### **CONTRACT ADMINISTRATION PLAN (CAP) FOR FIXED PRICE CONTRACTS**

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract 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 Contract Office (PCO) is responsible for:

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

2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Task Order Manager (TOM) or someone else herein.

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

4. The Task Order Manager (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 contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract 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 contract 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 contractual 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 contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. 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 contractual 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. Contract Surveillance

(1) The TOM shall monitor the contractor's performance and progress under the contract. In performing contract 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 contract. If the contractor is directed to perform the contract services in a specific manner, the line is being

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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 contract into one for personal services.

(2) The TOM shall monitor contractor 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.

(3) The TOM will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the TOM should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the TOM is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, 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 contract performance. Subsequent CPARs covering any contract 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 must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

(3) The TOM will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) The TOM shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The TOM shall ensure that the invoice is clearly marked as a "Final Invoice."

d. Contract Modifications. The TOM is responsible for developing the statement of work for change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

#### e. Administrative Duties

(1) The TOM shall take appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. 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 contract.

(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 insure 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.

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Enclosure (1)

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/Contract 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 contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract 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.

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

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

5. 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 contract. Duties that may be performed by the TA are as follows:

a. Identify contractor deficiencies to the TOM.

b. Review contract 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 contract in accordance with the format and procedures prescribed by the TOM.

d. Identify contract 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 and 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.

Accounting Data

SLINID	PR Number	Amount
500001	N4703913RCD7017	
LLA :		
AA 1731804 11C0 252 47039 0 068892 2D CD7017 470393190XAQ		
Standard Number: N4703913RCD7017		

BASE Funding [REDACTED]  
Cumulative Funding [REDACTED]



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MOD 01 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 02

500001 N4703913RCD7017 [REDACTED]  
LLA :  
AA 1731804 11C0 252 47039 0 068892 2D CD7017 470393190XAQ  
Standard Number: N4703913RCD7017

5002 N4703913RCD7017 [REDACTED]  
LLA :  
AA 1731804 11C0 252 47039 0 068892 2D CD7017 470393190XAQ  
Standard Number: N4703913RCD7017

MOD 02 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 03

500002 N4703913RCD7017 [REDACTED]  
LLA :  
AA 1731804 11C0 252 47039 0 068892 2D CD7017 470393190XAQ  
Standard Number: N4703913RCD7017

MOD 03 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 04

500003 [REDACTED]  
LLA :  
AA 1731804 11C0 252 47039 0 068892 2D CD7017 470393190XAQ

MOD 04 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 05 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 06 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 07

500101 N4703914RCD8008 [REDACTED]  
LLA :  
AB 1741804 11C0 252 47039 B 068892 2D CD8008 47039CN9IA  
Standard Number: N4703914RCD8008

MOD 07 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 08

500101 N4703914RCD8008 [REDACTED]  
LLA :  
AB 1741804 11C0 252 47039 B 068892 2D CD8008 47039CN9IA  
Standard Number: N4703914RCD8008

500102 N4703914RCD8008 [REDACTED]  
LLA :  
AC 1741804 11C0 251 47039 B 068892 2D CD8008 470394CN9DAQ  
Standard Number: N4703914RCD8008

MOD 08 Funding [REDACTED]  
Cumulative Funding [REDACTED]

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MOD 09

500102 N4703914RCD8008 [REDACTED]  
LLA :  
AC 1741804 11C0 251 47039 B 068892 2D CD8008 470394CN9DAQ  
Standard Number: N4703914RCD8008

MOD 09 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 10 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 11

500102 N4703914RCD8008 [REDACTED]  
LLA :  
AC 1741804 11C0 251 47039 B 068892 2D CD8008 470394CN9DAQ  
Standard Number: N4703914RCD8008

MOD 11 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 12 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 13

500102 N4703914RCD8008 [REDACTED]  
LLA :  
AC 1741804 11C0 251 47039 B 068892 2D CD8008 470394CN9DAQ  
Standard Number: N4703914RCD8008

MOD 13 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 14

800201 N4703915RCD9015 [REDACTED]  
LLA :  
AD 1751804 11T0 251 47039 B 068892 2D CD9015 470395N9IRAQ  
Standard Number: 00000

MOD 14 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 15 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 16

800202 N4703915RCD9015 [REDACTED]  
LLA :  
AD 1751804 11T0 251 47039 B 068892 2D CD9015 470395N9IRAQ  
Standard Number: 00001

MOD 16 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 17

800203 N4703915RCD9015 [REDACTED]  
LLA :  
AD 1751804 11T0 251 47039 B 068892 2D CD9015 470395N9IRAQ  
Standard Number: 00002

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MOD 17 Funding [REDACTED]  
Cumulative Funding [REDACTED]

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

NOT APPLICABLE

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## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE

52.219-28 Post-Award Small Business Program Rerepresentation APR 2009

### CLAUSES INCORPORATED BY FULL TEXT

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 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 **5 years**.

(End of clause)

#### 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

(End of clause)

**The notice of availability of funds issued pursuant to contract Clause 52.232-18/52.232-19 will be posted on the FLC Norfolk web page at <http://www.navsup.navy.mil/navsup/ourteam/navsupgls/navsupflcn>**

**The contractor is reminded that the Government has no liability to pay for performance that occurs prior to the issuance of this notice**

#### 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract,

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including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

#### 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item 8002 is fully funded. For these item(s), the sum of [REDACTED] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of

anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the

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Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

Total Option II Funded Amount: ██████████

Additional funding needed to fully fund task order: ██████████

(End of clause)

#### 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 ██████████ inclusive of fee. It is estimated that these funds will cover the cost of performance through 21 October 2015. Subject to the provisions of the clause entitled "Limitation of Funds" FAR 52.232-22 of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of ██████████ shall arise unless additional funds are made available and are incorporated as a modification to this contract.

(End of Clause)

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## **SECTION J LIST OF ATTACHMENTS**