

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 30	3. EFFECTIVE DATE 08-Feb-2012	4. REQUISITION/PURCHASE REQ. NO. N3600111RC001AF	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N00189	7. ADMINISTERED BY (If other than Item 6) CODE		S2404A

NAVSUP Fleet Logistics Center Norfolk, Contracting Dept  
 Norfolk  
 1968 Gilbert Street Ste 600  
 Norfolk VA 23511-3392  
 anthony.karanikas@navy.mil 757-443-1965

DCMA Manassas  
 10500 BATTLEVIEW PARKWAY, SUITE 200  
 MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Deloitte Consulting LLP 1725 Duke Street Alexandria VA 22314-3456	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4020-FK01
	10B. DATED (SEE ITEM 13) 10-Sep-2007
CAGE CODE 1TTG5	FACILITY CODE

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

<input type="checkbox"/>	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 checked="" 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). 52.212-4(c)
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Maria Swift, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY /s/Maria Swift	08-Feb-2012
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070  
 PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)  
 Prescribed by GSA  
 FAR (48 CFR) 53.243

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## GENERAL INFORMATION

The purpose of this modification is to put the appropriate ACRN on CLIN 6004 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:

6004 :

From: AA 1711804 60FN 233 36001 068892 2D C001AF 36001100189N

To: BP 1711804 60FN 233 36001 068892 2D C001AF 36001100189N

The total amount of funds obligated to the task is hereby increased from \$43,541,640.39 by \$0.00 to \$43,541,640.39.

The total value of the order is hereby increased from \$46,714,595.00 by \$0.00 to \$46,714,595.00.

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Base Period: Provide Information Operations (IO) support services to Naval Network Warfare Command (NNWC) IAW with the attached Performance Work Statement (PWS) (O&MN,N)	1.0	LO	██████████	██████████	\$7,854,228.00
100001	Funding for CLIN 1000 (O&MN,N)					
100002	Funding for CLIN 1000 (O&MN,N)					
100003	Funding for CLIN 1000 (O&MN,N)					
100004	Funding for CLIN 1000 (O&MN,N)					
100005	Funding for CLIN 1000 (O&MN,N)					
100006	Funding for CLIN 1000 (O&MN,N)					
100007	Funding for CLIN 1000 (O&MN,N)					
100008	Funding for CLIN 1000 (O&MN,N)					
1001	Base Period, Surge: Provide Information Operations (IO) support services to Naval Network Warfare Command (NNWC) IAW with the attached Performance Work Statement (PWS) (O&MN,N) Option	1.0	LO	██████████	██████████	\$1,945,769.00
1002	Option Period 1: Provide	1.0	LO	██████████	██████████	\$9,073,458.00

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Information  
Operations (IO)  
support services  
to Naval Network  
Warfare Command  
(NNWC) IAW with  
the attached  
Performance Work  
Statement (PWS)  
(O&MN,N)

100201 Funding for CLIN  
1002 (O&MN,N)

100202 Funding for CLIN  
1002 (O&MN,N)

100203 Funding for CLIN  
1002 (O&MN,N)

100204 Funding for CLIN  
1002 (O&MN,N)

100205 Funding for CLIN  
1002 (O&MN,N)

100206 Funding for CLIN  
1002 (O&MN,N)

100207 Funding for CLIN  
1002 (O&MN,N)

100208 Funding for CLIN  
1002 (O&MN,N)

100209 Funding for CLIN  
1002 (O&MN,N)

100210 Funding for CLIN  
1002 (O&MN,N)

1003	Option Period 1, Surge: Provide Information Operations (IO) support services to Naval Network Warfare Command (NNWC) IAW with the attached Performance Work Statement (PWS) (O&MN,N) Option	1.0	LO	██████████	██████████	\$2,379,296.00
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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3000	Base Period: Travel and Per	1.0	LO	\$249,200.00

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Diem and Other  
Direct Costs  
(ODCs) (O&MN,N)

300001 Funding for CLIN  
3000 (O&MN,N)

300002 Funding for CLIN  
3000 (O&MN,N)

300003 Funding for CLIN  
3000 (O&MN,N)

3001 Option Period 1: 1.0 LO \$150,000.00  
Travel and Per  
Diem and Other  
Direct Costs  
(ODCs) (O&MN,N)

300101 Funding for CLIN  
3001 (O&MN,N)

300102 Funding for CLIN  
3001 (O&MN,N)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Option Period 2: Provide Information Operations (IO) support services to Naval Network Warfare Command (NNWC) IAW with the attached Performance Work Statement (PWS) (O&MN,N)	1.0	LO	██████████	██████████	\$9,341,385.00
400001	Funding for CLIN 4000 (O&MN,N)					
400002	Funding for CLIN 4000 (O&MN,N)					
400003	Funding for CLIN 4000 (O&MN,N)					
400004	Funding for CLIN 4000 (O&MN,N)					
400005	Funding for CLIN 4000 (O&MN,N)					
400006	Funding for CLIN 4000 (O&MN,N)					
400007	Funding for CLIN 4000 (O&MN,N)					

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400008 Funding for CLIN  
4000 (O&MN,N)

400009 Funding for CLIN  
4000 (O&MN,N)

400010 Funding for CLIN  
4000 (O&MN,N)

400011 Funding for CLIN  
4000 (O&MN,N)

400012 Funding for CLIN  
4000 (O&MN,N)

4001	Option Period 2, Surge: Provide Information Operations (IO) support services to Naval Network Warfare Command (NNWC) IAW with the attached Performance Work Statement (PWS) (O&MN,N) Option	1.0	LO	██████████	██████████	\$2,448,512.00
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4002	Option Period 3: Provide Information Operations (IO) support services to Naval Network Warfare Command (NNWC) IAW with the attached Performance Work Statement (PWS) (O&MN,N)	1.0	LO	██████████	██████████	\$9,627,861.00
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400201 Funding for CLIN  
4002 (O&MN,N)

400202 Funding for CLIN  
4002 (O&MN,N)

400203 Funding for CLIN  
4002 (O&MN,N)

400204 Funding for CLIN  
4002 (O&MN,N)

400205 Funding for CLIN  
4002 (O&MN,N)

400206 Funding for CLIN  
4002 (O&MN,N)

400207 Funding for CLIN  
4002 (O&MN,N)

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4003	Option Period 3, Surge: Provide Information Operations (IO) support services to Naval Network Warfare Command (NNWC) IAW with the attached Performance Work Statement (PWS) (O&MN,N) Option	1.0	LO	██████████	██████████	\$2,523,066.00
4004	Option Period 4: Provide Information Operations (IO) support services to Naval Network Warfare Command (NNWC) IAW with the attached Performance Work Statement (PWS) (O&MN,N)	1.0	LO	██████████	██████████	\$9,888,463.00
400401	INCREMENTAL FUNDING FOR OPTION YEAR IV (O&MN,N)					
400402	INCREMENTAL FUNDING FOR OPTION YEAR IV (O&MN,N)					
400403	INCREMENTAL FUNDING FOR OPTION YEAR IV (O&MN,N)					
400404	INCREMENTAL FUNDING FOR OPTION YEAR IV (O&MN,N)					
400405	INCREMENTAL FUNDING FOR OPTION YEAR IV (O&MN,N)					
400406	INCREMENTAL FUNDING FOR OPTION YEAR IV (O&MN,N)					
400407	INCREMENTAL FUNDING FOR OPTION YEAR IV (O&MN,N)					

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4005 Option Period 4, 1.0 LO [REDACTED] [REDACTED] \$2,588,762.00  
 Surge:  
 Provide  
 Information  
 Operations (IO)  
 support services  
 to Naval Network  
 Warfare Command  
 (NNWC) IAW with  
 the attached  
 Performance Work  
 Statement (PWS)  
 (O&MN,N)  
 Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Option Period 2: Travel and Per Diem and Other Direct Costs (ODCs) (O&MN,N)	1.0	LO	\$150,000.00
6001	Option Period 2: Travel and Per Diem and Other Direct Costs (O&MN,N)	1.0	LO	\$80,000.00
6002	Option Period 3: Travel and Per Diem and Other Direct Costs (ODCs) (O&MN,N)	1.0	LO	\$150,000.00
6004	Option Period 4: Travel and Per Diem and Other Direct Costs (ODCs) (O&MN,N)	1.0	LO	\$150,000.00

LEVEL OF EFFORT (COST TYPE CONTRACT)(JUN 1995)

(a) The level of effort for the performance of this contract during the period from the start of contract performance to 12 months thereafter is based upon 92,000 estimated manhours of direct labor. If all option periods and quantities are exercised by the government, the level of effort for the performance of this contract will be increased by an additional 570,500 estimated manhours of direct labor, for a total level of effort of 662,500 estimated manhours of direct labor (hereinafter referred to as the "Estimated Total Hours").

(b) The estimated composition by labor category of the Estimated Total Hours is as follows:

Labor Category	Base	Surge	Opt I	Surge	Opt II	Surge	Opt III	Surge	Opt IV	Surge
Subject Matter Expert	4000	1000	4000	1000	4000	1000	4000	1000	4000	1000
Manager	6000	1500	8000	2000	8000	2000	8000	2000	8000	2000
Program Specialist	6000	1500	6000	1500	6000	1500	6000	1500	6000	1500



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Program Senior Analyst	6000	1500	10000	2500	10000	2500	10000	2500	10000	2500
IT Specialist	10000	2500	12000	3000	12000	3000	12000	3000	12000	3000
IT Senior Analyst	12000	3000	12000	3000	12000	3000	12000	3000	12000	3000
IT Analyst	30000	7500	36000	9000	36000	9000	36000	9000	36000	9000
Program Manager	2000	0	2000	0	2000	0	2000	0	2000	0
Program Analyst	16000	4000	20000	5000	20000	5000	20000	5000	20000	5000
Total Labor	92000	22500	110000	27000	110000	27000	110000	27000	110000	27000

(c) The Estimated Total Hours include overtime\* and subcontracting hours but exclude holidays, sick leave, vacation days and other absences.

(d) The number of manhours expended per month shall be commensurate with the effort ordered and the required delivery date of such effort. The number of manhours expended per month may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of the total manhours of effort prior to the expiration of the term thereof. The number of manhours for any labor category may be utilized by the contractor for any other labor category if necessary in performance of the contract.

(e) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, except that the Contracting Officer may require the contractor to continue performance in excess of the Estimated Total Hours until the total estimated cost has been expended. The government will not be obligated to pay fee on any hours expended in excess of the Estimated Total Hours. Any hours expended in excess of the Estimated Total Hours shall be excluded from all fee computations and adjustments. The Contracting Officer may also require the contractor to continue performance in excess of the total estimated cost until the Estimated Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the Estimated Total hours if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the total estimated cost if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the Estimated Total Hours. The Contracting Officer may extend the period of performance in order to expend either the total estimated cost or the Estimated Total Hours. If this contract is subject to the Service Contract Act, in no event will the Contracting Officer, pursuant to this paragraph (e), extend the period of performance such that the period of performance, as extended, will exceed five years.

(f) If at any time during the performance of this contract the contractor expends in excess of 85% of the available estimated manhours of direct labor, the contractor shall immediately notify the Contracting Officer in writing. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Cost" and/or "Limitation of Funds."

(End of Provision)

**LEVEL OF EFFORT - DELIVERY/TASK ORDER PERFORMANCE (OCT 1992)**

It is understood and agreed that the number of hours and the total dollar amount for each labor category specified in any delivery/task order issued under this contract are estimates only and shall not limit the use of hours or dollar amounts in any labor category which may be required and provided for under an individual delivery/task order. Accordingly, in the performance of any delivery/task order, the contractor shall be allowed to adjust the quantity of labor hours provided for within labor categories specified in the order provided that in so performing the contractor shall not in any event exceed the ceiling price restrictions of any order, including modifications thereof.

(End of Provision)

**PAYMENT OF FIXED FEE (INDEFINITE DELIVERY, COST PLUS FIXED FEE) (OCT 1992)**

See the below chart for the applicable fixed fee for work performed under this task order provided the required number of hours shown in the below chart are employed by the contractor in performance of this task order. If substantially fewer than the required number of hours shown in the below chart of said services are so employed, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make monthly payments of the fixed fee at the rate shown in the below chart per direct labor hour invoiced by the contractor. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." The total of all such payments shall not exceed eighty-five (85%) percent of the fixed fee specified under each applicable delivery/task order. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment.

\* \* \* \* \*

Base [REDACTED] 92000 [REDACTED]

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Base Surge [REDACTED] 22500 [REDACTED]

Option I [REDACTED] 110000 [REDACTED]

Option I Surge [REDACTED] 27000 [REDACTED]

Option II [REDACTED] 110000 [REDACTED]

Option II Surge [REDACTED] 27000 [REDACTED]

Option III [REDACTED] 110000 [REDACTED]

Option III Surge [REDACTED] 27000 [REDACTED]

Option IV [REDACTED] 110000 [REDACTED]

Option IV Surge [REDACTED] 27000 [REDACTED]

\* To be filled in by the offeror using the proposed fixed fee dollar amount.

\*\* To be filled in by offeror. Calculate this rate by dividing the fixed fee amount by the number of hours.

(End of Provision)

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS)  
 MISSION CAPABLE, SECURE AND INTEROPERABLE (JOINT AND ALLIED)  
 NAVAL NETWORK COMPONENT OF THE GLOBAL INFORMATION GRID  
 For  
 Naval Network Warfare Command  
 Naval Amphibious Base, Little Creek, Norfolk, VA

### 1.0 INTRODUCTION

This Performance Work Statement (PWS) describes the level of effort (LOE) required to assist and support NNWC coordinate Navy-wide efforts to manage and plan for the use of a globally mission capable, secure, and interoperable (joint and allied) Naval Network (i.e. FORCEnet) as Navy's component of the Global Information Grid (GIG).

### 2.0 BACKGROUND

NNWC was established to ensure a single organization is responsible for operating, coordinating and aligning all aspects of Navy information management to include information technology requirements and operational networks, the space segment and applicable information processes in support of the fleet.

NNWC subordinate commands include Navy Information Operations Command (NIOC), Navy Cyber Defense Operations Command (NCDOC), Director, Communications Security Material Systems, Navy Network Warfare Command Force-Net Execution Center (NNWC-FEC), Navy Center for Tactical Systems Interoperability (NCTSI), NCTAMSLANT, NCTAMSPAC, and Navy Satellite Operations Command. There are approximately 7,000 personnel assigned to the NNWC aligned commands.

NNWC (NNWC) is the agent for Commander, United States Fleet Forces Command (USFFC) in overseeing the program management and transition of USFFC commands to the Navy Marine Corp Intranet (NMCI) and operation within NMCI. USFFC has 470 sites and 50,000 classified and unclassified seats throughout the Continental US and Hawaii that need NMCI assistance in NMCI Policy, Procedures, Transition, Technical refresh, and ordering. Thirty thousand of those seats are located in 4 fleet concentration areas: Jacksonville, FL; Hampton Roads, VA; New London, CT; Corpus Christ TX.

### 3.0 SCOPE

The objective of this requirement is to assist and support NNWC in carrying out duties and responsibilities of the N5 Directorate, including but not limited to the following:

- a. Manage Navy communications, information technology (IT), IO, and space systems and network operations (NetOps) across the warfighting, business, intelligence, and enterprise services domains at all classification levels including all services required to transition to and operate within the Navy Marine Corps Intranet (NMCI)
- b. Manage operational capabilities of a fielded and accredited enterprise environment, with particular emphasis on managing enterprise infrastructure and enterprise / community of interest (COI) services on that infrastructure.
- c. Provide the means required by the user community to capture and leverage user knowledge and experience and make information and applications accessible across the information environment and provide users the means to take full advantage of the capabilities of the environment.
- d. Support USFFC commands get help knowledgeable in various policy and procedures that can guide, train and provide support as required to meet government requirements.
- e. In addition to support at the command level, NNWC HQ requires support personnel to assist in managing

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the NMCI program as well as provide assistance with strategic planning for future programs.

#### 4.0 PLACE OF PERFORMANCE

- a. The primary place of performance is Norfolk, Virginia. Additional locations include Jacksonville, Florida, Mississippi, and Washington, D.C. Ninety percent of the work will be performed in Norfolk, VA. The remaining ten percent of the work will be performed at Jacksonville, FL, Mississippi, or Washington, D.C.
- b. Eighty-percent of the work will be conducted at Government facilities and twenty-percent will be conducted at Contractor facilities.

#### 5.0 SECURITY

**The maximum level of security required under this contract is a TOP SECRET clearance, with security level requirements varying from UNCLASSIFIED to TOP SECRET as designated on the standard DD Form 254 (Attachment 1). The Contractor is responsible for acquiring and maintaining security clearances at the level(s) required under this contract. The Director of Industrial Security, Defense Investigative Service, Eastern Region, is the point-of-contact regarding security matters. Request for visit authorization when security access is required shall be submitted to the address listed below in accordance with Department of Defense (DoD) 5220.22M National Industrial Security Program Operating Manual (NISPOM) not later than one week prior to visit. Request shall be forwarded through SPAWARSYSCEN Charleston (PO Box 190022, North Charleston, SC 29419-9022) Attn: Security Office, for certification of need to know by the specified COR/Task Order Manager (TOM).**

#### 6.0 TASK ORDER MANAGER (TOM)

The Task Order Manager (TOM) is Carol Thompson, [carol.thompson@navy.mil](mailto:carol.thompson@navy.mil), (757) 417-6782 ext. 5.

#### 7.0 PERFORMANCE REQUIREMENTS

##### 7.1 General NMCI Support.

The contractor shall perform all analytical, technical and customer service functions in support of the Navy and Marine Corps (NMCI) Center and Assistant Center (ACTR) in facilitating NMCI ordering, transition and technical refresh for activities throughout the FFC area of responsibility. The goal is to accelerate seat rollout by insuring the correct and acute completion of government deliverables to meet execution discipline gates for SIPR/NIPR transition and Tech Refresh. In addition to tasks required for both NIPR and SIPR service, for classified SIPR service, the contractor will provide tracking and assistance as required in the Certification and Accreditation Process for CFFC commands. Additionally, the contractor shall support NNWC efforts to develop policy and manage NMCI accounts and file-share procedures for USFFC activities. The contractor shall also provide assistance to the USFFC commands in the procurement of voice services using the NMCI contract including Voice over IP (VoIP) and mobile telephony services. The contractor shall perform assist visits where required to USFFC activities when necessary to perform initial assessment of the command's physical security readiness as required for classified NMCI transition. The Contractor shall work in conjunction with commands to identify issues surrounding NMCI service operability or issues that will potentially delay transition or service delivery. Issues shall be escalated to NNWC for action and resolution. Specific tasking and work assignments will vary as required meeting this goal. It is imperative that the teams have experienced personnel experienced with the NMCI transition process, execution discipline processes and tools that can provide immediate help and support. Knowledge of NMCI Enterprise Tool (EITSMS), Requirements to Award (RAP), DADMS, SreForm, Emarketplace, ISF Tools, Legacy application testing and certification, Central Data Repository (CDR) and the Object Creation Manager (OCM) processes are critical.

##### 7.2 Training and documentation support

In conjunction with NNWC, the contractor shall develop, modify and maintain standard procedures and check-sheets to use for command level assist visits. The contractor shall develop where appropriate or use existing training materials to provide training on NMCI processes and procedures to include but not limited to: NIPR/SIPR transition, NMCI Enterprise Tool (EITSMS), Requirements to Award (RAP), DADMS, SreForm, Emarketplace, Legacy Network and Application reduction, and ISF Tools.

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### 7.3 Tech Refresh Support

The contractor shall provide scheduling and issue resolution for more than 500 Navy commands in preparation of 51,000 plus seats for Tech Refresh (TR) within USFFC. Specific tasks include the following: development of TR policy and procedures, attending TR meetings, data tracking, preparing briefs, and addressing, resolving and/or escalating all issues affecting technology refresh objectives to the Echelon II and III levels.

### 7.4 Portfolio Management Support

Application (Legacy) Portfolio Management (Performance measurement tool—DADMS):

Application reduction set forth by OPNAV N6, Approved Interim Waiver (AIW) requests and coordinate/gather required information from commands for FAM approval. The contractor shall verify and determine proper application status and certification for NMCI enclave prior to CLIN purchases as well as assist with the validation of requirements and recommend target applications, coordinate and assist with registration of networks, applications, devices, etc.

### 7.5 File-Share and Permissions Support

The contractor shall provide File-Share and Permission standards for USFFC by creating policies and procedures, which will give NMCI Transition Support a manageable file structure to follow. The contractor shall reduce file-shares and miscellaneous folders to a structured standard, which will reduce overall monthly charges. The contractor shall apply security groups to the file-share to protect data from unauthorized access and monitor disk allocation, which supports the content managers and reduces disk-space outages.

### 7.6 Accounts Management Support

The contractor shall provide Accounts Management standards for USFFC by creating policies and procedures, which will allow standardized management of methodologies used to reconcile duplicate/multiple user accounts. To develop and integrate user account management and other user account management processes, such as file share/ disk space management, MACs, NET, and content management.

### 7.7 VoIP Support

The contractor shall coordinate strategies for defining, deploying, and maintaining the military's IP Telephony Voice Communication architecture. This includes all of its associated network connections software/hardware. To design and manage all engineering projects for VoIP initiatives, planning technology roadmaps, and configuring and optimizing all VoIP/IP-PBX telephone systems and services. Including both internally and those integrated with Internet-based services. To establish mandates, Service Level Agreements, and metrics for organizational IP telephony applications.

### 7.8 Legacy Applications Management Support

The contractor shall provide assistance, guidance and training required to track, manage and reduce the number of Legacy Applications in use within the USFFC Claimant and ensure applications are properly documented in ISF Tools, DADMS, and NET.

### 7.9 Business Transformation Support

The contractor shall provide expert and objective management support to assist in facilitating and executing its transformation goals inclusive of strategic, operational, and tactical requirements. Provisioning of these services requires a capability in a broad spectrum of business transformation approaches, methods, tools, and techniques encompassing: Organizational Design and Development; Process Design and Development to include LEAN and Six Sigma; Strategic Planning; Customer Relationship Management (CRM); Change Management and Facilitation; Training Design and Development; Human Capital Management and Workforce Transformation; Communication Planning and Delivery; and Performance Management.

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The Contractor shall lead the revision of the entire end-to-end Certification and Accreditation (C&A) process. Contractor shall provide overarching black belt-level Lean/Six Sigma (LSS) expertise for the C&A process, to include but not be limited to:

- a. Consolidation of all previous and ongoing LSS efforts affecting the C&A Process;
- b. Comprehensive analysis of the current and future C&A Process(es) by applying DMAIC (Define, Measure, Analyze, Improve, Control) analysis methodology;
- c. Preparation of tollgate reviews;
- d. Facilitation of working groups;
- e. Recommendations for process and procedure changes; and
- f. Preparation of supporting documentation including process maps, briefs for senior leadership, and others as needed.

#### 7.10 Systems Support

The contractor shall provide systems design, development, integration and implementation support for systems and tools utilized to support NETWARCOM initiatives. These include systems varying from client/server applications to web based systems and tools utilized by the enterprise for executing activities undertaken by NETWARCOM in support of its mission.

#### 7.11 Legacy Network Reduction and CARS support

The contractor shall perform all analytical technical, and customer service functions in support of NETWARCOM Enterprise Network Portfolio Management and Legacy Network server and application reduction efforts. Tasks shall include but not be limited to: identification of legacy network assets, analysis of alternatives, recommendation and execution of potential application migration and server consolidation efforts. The contractor must have knowledge of DADMS.

The contractor shall support the NETWARCOM lead in support of USFFC legacy network reduction efforts. The contractor shall identify all legacy assets and applications, and support local remediation activities. The contractor shall develop plans for migration, consolidation or elimination of applications in support of legacy network reduction efforts. The contractor shall serve as the representative to the Cyber Asset Reduction and Security (CARS) Task Force and coordinate their activities with that of CARS within subordinate USFFC commands and other Navy commands.

The contractor shall also provide support for the activities of the CARS Task Force including:

- a. Due Diligence: Support for the discovery of IT Assets and applications on Navy Legacy Networks using automated discovery tools, validating and summarizing this information and providing to Analysis team.
- b. Mission Integration: Utilize information on Legacy Network asset and applications to determine course of action to eliminate or migrate applications from Legacy Networks.
- c. Engineering: Determination of technical solution to execute course of action determined by the Mission Integration.
- d. IA: Includes the development of SSAA for the applications identified as part of the CARS process for transition to NMCI. Support for the Certification and Accreditation process for networks and applications.
- e. Sustainment: Development of policies and procedures and implementation of technologies to support the management of migrated applications and relocation and consolidation of servers and data centers as a result of CARS activities.

#### 7.12 NGEN Requirements Support

The contractor shall assist NNWC with developing requirements for NGEN, the next version of NMCI. The Contractor shall be free from an organizational conflict of interest, and should help specify requirements for the NGEN program to reflect the needs and priorities of NNWC. The requirements support will involve the following tasks:

Advise NNWC on, and help develop, a Concept of Operations document to reflect a vision for how the future

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operations of NNWC and the NGEN program will be aligned. This CONOPS should define how NGEN will need to support the future operations of NNWC, and how NNWC will manage and operate NGEN to optimally support its mission. The CONOPS will include a high-level description of NNWC strategy and processes that will interface with NGEN, to help bound and guide the requirements definition process.

The contractor shall facilitate meetings to allow the Government to identify and prioritize high-level requirements. The contractor shall also further refine these requirements so that they are complete and unambiguous for relaying to the NGEN program.

The contractor shall support various IPT or technical working group meetings that may be held by the NGEN program, to relay the technical requirements for NGEN, and to help communicate and advocate for NNWC requirements.

The contractor shall review interim work products produced by the DoN NGEN requirements and acquisition teams to ensure alignment with identified NNWC needs and priorities

### 7.13 CIO Support Services

The contractor shall provide support to NNWC in the execution of its role as CFFC CIO and provide assistance with the following tasks:

- a. Support the development of the IM/IT strategic direction, policy, standards, and guidance for CFFC
- b. Oversees CFFC compliance with applicable statutes, regulations, policy, and guidance.
- c. Develops, maintains, and facilitates a CFFC Enterprise IT architecture that complies with Federal and Department of Defense (DoD) architectures.
- d. Help ensure that CFFC complies with Government and DoD standards and is interoperable with other relevant IT systems.
- e. Supports the IT investment management review process
- f. Ensures compliance with applicable Information Assurance (IA) requirements, including the development and maintenance of an integrated department-wide IA Program.
- g. Provides support for all aspects of the department's infrastructure protection program, including both physical and cyber assets.
- h. Promotes the effective and efficient design and operation of all major IM processes, including improvement to DON work processes.
- i. Supports the DON IM/IT workforce and develops IM/IT workforce policies, plans, and guidance
- j. Supports the development and execution of the IM/IT Governance process in compliance with the department's strategies and objectives.

### 9.0 GOVERNMENT FURNISHED INFORMATION (GFI)

GFI will consist of applicable program data and various technical reports and publications that are available in the N5 Directorate within NNWC or at designated government sites. The Government will make available to the contractor, for use in connection with and under the terms of this contract, the information described above as GFI, along with such related information as the contractor may request and as may be reasonably required in the performance of this task. Upon completion of work, all GFI shall be returned to the Government.

### 10.0 GOVERNMENT FURNISHED MATERIAL

Materials considered reasonably required for the completion of the described work will be furnished to the contractor upon request made to the COR. These materials will be furnished to the contractor for use in connection with and under the terms of this order. Upon completion of work, all GFM shall be returned to the Government. NNWC will provide NMCI user accounts for contractor personnel and commands receiving the assist visit will provide necessary support while on-site.

### 11.0 GOVERNMENT FURNISHED EQUIPMENT

Contractors physically located in a NNWC facility will be provided an NMCI seat and all associated

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hardware/software that will be needed to complete above described tasks.

#### 12.0 CONTRACTOR FURNISHED MATERIAL (Other Direct Costs, ODCs)

The contractor may be required to purchase materials and equipment in support of the PWS. Prior approval must be obtained from the Task Order Manager before purchasing ODCs. ODCs required under this task order include, but are not limited to, the following: scanners, computers, PTS software, labels, computer bags, and phone charges.

#### 13.0 CONTRACTOR FURNISHED EQUIPMENT

See Paragraph 12.0.

#### 14.0 TRAVEL REQUIREMENTS

It is anticipated that local travel will be required to attend meetings and visit vendors. The following travel requirements may be necessary:

- Sites within 100 miles of home base will be visited;
- Remote sites are commands outside of 100 miles from the four (4) fleet concentration areas. Initial contact and evaluation will be coordinated with Echelon III commanders and site visits will be scheduled as required to meet transition goals;
- Semi-annual NMCI and STEAG conferences

#### 15.0 DELIVERABLES

The Contractor shall provide the deliverables listed below. Deliverables shall be prepared in contractor format where not otherwise specified by the government. Deliverables shall be sent to the COR.

- a. Weekly Report: This report shall include the following information:
  - Executive Summary
  - Open Issues / Risk Mitigation
  - Task Update for each functional area
  - Planned Activities for following week
- b. Monthly Report. This report shall include the following information:
  - Executive Summary
  - Project Progress Overview
  - Monthly Deliverables provided
  - Accomplishments for the Month
  - Contract Staffing
  - Meetings attended
  - Next Month Forecast
  - Issue Resolution/Mitigation Strategy
- c. Billing Report: This report shall graphically contain the following information:
  - burn rate against funding applied to the contract for the overall contract
  - burn rate against funding applied to each functional area



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## **SECTION D PACKAGING AND MARKING**

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## SECTION E INSPECTION AND ACCEPTANCE

For all CLINs:

The Task Order Manager (TOM) identified in Section G is the only person empowered to inspect and inspect work under this task order. Services will be inspected/accepted by the Government at Destination.

### Quality Assurance Surveillance Plan (QASP)

This Quality Assurance Surveillance Plan (QASP) supports the performance-based services in support of Naval Network Warfare Command's (NNWC) Mission Capable, Secure and Interoperable (Joint and Allied) Naval Network Component of the Global Information GRID Program.

#### 1.0 INTRODUCTION

This QASP has been developed in accordance with the Performance Work Statement (PWS). This plan sets forth procedures and guidelines that will be used in evaluating the performance by the contractor.

The purpose of the QASP is to provide the Government's Task Order Manager (TOM) a method of surveillance for the services required in the PWS. The QASP provides the means to evaluate whether the contractor is meeting the performance objectives stated in the PWS.

The QASP will be used primarily as a tool to verify that the contractor has implemented a quality control process, which provides the quality of output the Navy deems necessary in the performance of the required services. The contractor is the owner of the quality control process and is responsible for developing, implementing, and modifying procedures that will produce the desired outcomes and result in performance of work within the required standards.

Contractor will submit a Quality Assurance Plan to the TOM. The plan shall include the contractor's process for managing performance in a safe, efficient, and quality manner. The level of surveillance will be established by the COR to give the Government the necessary assurance that the requirements of the PWS are being met and that a process exists and is in place to ensure quality. If, during the course of this surveillance, the TOM discovers the service provider is not complying with the established level of quality, the level of surveillance may be increased. If performance exceeds standards, surveillance may be decreased.

#### 2.0 METHODS OF SURVEILLANCE

Surveillance methods will vary according to the service being monitored. The Government's intent is to minimize the level of Government involvement and allow the contractor to responsibly perform, or exceed the task order standards. The primary methods of surveillance to monitor performance of this task order are:

**Performance:** The TOM will measure the contractor's performance by assessing the quality of the services delivered by the contractor. Examples of services delivered include, but are not limited to, briefings, studies, and reports provided.

**Schedule:** The TOM will determine whether the contractor has met the schedule through the use of the due dates for receipt of deliverables.

**Cost:** The TOM will review monthly costs to monitor the contractor's expenditures in comparison to the contractor's proposed budget through the task order performance.

There are three levels of surveillance:

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Level I – Reduced: applied in the case of exceptional contractor performance

Level II – Normal: applied to good, but not exceptional, contractor performance. This level is to be used when the task order is first implemented.

Level III – Increased: applied in the case of poor contractor performance.

The TOM will make quality assurance evaluation results known to the Contracting Officer and to the contractor, who are responsible for taking appropriate action. The TOM will evaluate the contractor's performance as stated in the PWS and will maintain a file for historical data.

The contractor will have a quality assurance program in place to monitor their performance, provide feedback on their performance, to provide guidance on corrective actions to problems that arise, and to maintain an audit trail of incidents and issues.

When the contractor's response is likely to correct a problem that arises, the TOM should recommend to the Contracting Officer that further government action will not be required with the exception of an increased level of surveillance.

If the contractor's response is not likely to correct a problem that arises, then the TOM will explain why the solution is not adequate and recommend action by the Government.

### 3.0 PERFORMANCE MEASUREMENTS

#### 3.1 Performance Metric

The Government defines successful services as those that conform to the task description provided in the PWS with little or no rework required of the contractor.

Unsuccessful services are defined as those that do not conform to the task description provided in the PWS and require significant rework by the contractor at the direction of the Government.

#### 3.2 Schedule Metric

Successful delivery is defined as delivery of required deliverables on time 95% of the time.

Unsuccessful delivery is defined as delivery of required deliverables on time less than 95% of the time.

#### 3.3 Cost Metric

Successful cost control is defined as performance of the PWS within the amount of funds allotted on the order. If the contractor's actual expenditures on a monthly basis exceed the budgeted amount for expenditures, the contractor must (1) provide an explanation why the budget was exceeded and (2) provide an explanation of adjustments that will ensure completion of the work within the ceiling of the task order, in order to receive a successful assessment of performance.

Unsuccessful cost control is defined as exceeding the funding allotted on the order or exceeding the original ceiling of the order due to reasons not attributable to the Government. Furthermore, on a monthly basis, if the Government is not notified of budgetary overruns, reasons for their occurrence, and steps the contractor is taking to ensure completion of the work within the ceiling of the order, the contractor will receive an unsuccessful assessment of performance.

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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following items are predicated on a 23 September 2007 start date:

1000 09/23/2007 - 09/22/2008

3000 09/23/2007 - 09/22/2008

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

1002 09/23/2008 - 09/22/2009

3001 09/23/2008 - 09/22/2009

4000 09/23/2009 - 09/22/2010

6000 09/23/2009 - 09/22/2010

4002 09/23/2010 - 09/22/2011

6002 09/23/2010 - 09/22/2011

4004 09/23/2011 - 09/22/2012

6004 09/23/2011 - 09/22/2012

The following option quantities can be exercised, in full or part, at any time within the 12-month period of its associated base or option year:

1001 09/23/2007 - 09/22/2008

1003 09/23/2008 - 09/22/2009

4001 09/23/2009 - 09/22/2010

4003 09/23/2010 - 09/22/2011

4005 09/23/2011 - 09/22/2012

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## SECTION G CONTRACT ADMINISTRATION DATA

### INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

Invoices for services rendered under this Task, Purchase or Delivery Order shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

The vendor shall self-register at the web site <https://wawf.eb.mil>.

One or more separate invoices will be prepared per Task, Purchase or Delivery Order. Do not combine the payment claims for supplies provided under this contract ordered through multiple Task, Purchase or Delivery Orders within one invoice.

The contractor shall electronically submit invoices using the Wide Area Workflow (WAWF) web site. Depending on the contractor's "direct submit authority" given by Defense Contract Audit Agency (DCAA), the invoice will either be approved by DCAA or submitted directly to Defense Finance Accounting Service (DFAS) for payment. **The contractor shall provide an electronic copy of each invoice to the Task Order Manager and the Contracting Officer at the time of submission to DCAA/DFAS.**

Back up documentation (such as delivery receipts, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF.

The following information regarding **\Naval Network Warfare Command\** is provided for completion of the invoice in WAWF:

Invoice Type: Cost Vouchers  
Issuing Office DODAAC: \N00189\  
Admin DODAAC: \S2404A\  
**DCAA Auditor: \HAA645\**  
Service Provider: \S2404A\  
Pay DODAAC: \HQ0338\  
NETWARCOM email: [michael.l.greene2@navy.mil](mailto:michael.l.greene2@navy.mil)

The contractor shall submit invoices for payment per contract terms.  
The Government shall process invoices for payment per contract terms.

For more information on Wide Area Workflow, please contact the Wide Area Workflow Implementation Team at (800) 559-9293.

### CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES (5252.NS-0002T)

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: Carissa Holland  
Address: NAVSUP Fleet Logistics Center  
Contracting Department  
1968 Gilbert Street, Suite 600  
Norfolk, VA 23511

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Phone: (757)443-1338

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: Anthony Karanikas  
Address: NAVSUP Fleet Logistics Center  
Contracting Department  
1968 Gilbert Street, Suite 600  
Norfolk, VA 23511  
Phone: (757)443-1965

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.

Name: DCAA Rosslyn Branch  
Address: 6800 Versar Center, Suite 329  
Springfield, VA 22151-4147

Phone: 703-325-9517

4. TASK ORDER MANGER (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: Rebecca Goins  
Address: 2465 Guadalcanal Road  
Virginia Beach, VA 23459-3243

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Phone: 757-417-6754, ext. 4

(End of Text)

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Accounting Data
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Standard Number: N6047607RC003FS

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MOD 02

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MOD 02 Funding 422500.00
Cumulative Funding 7381465.00

MOD 03

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MOD 03 Funding 71000.00  
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MOD 04

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MOD 05 Funding 650963.00  
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 Standard Number: N6923508RC035FS



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MOD 06 Funding 5678000.00  
Cumulative Funding 13693428.00

MOD 07

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MOD 08

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MOD 09

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Standard Number: N6047609RC003FS

MOD 09 Funding 0.00  
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MOD 10

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 Standard Number: N6923509RC012FS

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 Cumulative Funding 16287177.00

MOD 11

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 AP 1791804 5FIT 252 EA1NM 068342 2D OBSITO 74900000900  
 Standard Number: N0003909RCFZ400

MOD 11 Funding 118900.00  
 Cumulative Funding 16406077.00

MOD 12

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100210 N6923509RC026FS 380160.00  
 LLA :  
 AS 1791804 60CN 252 69235 068892 2D C026FS 692359GW8X3Q  
 Standard Number: N6923509RC026FS

MOD 12 Funding 524890.00  
 Cumulative Funding 16930967.00

MOD 13

400001 N5701209RC0015G 133000.00  
 LLA :  
 AT 1791804 60AE 252 57025 Y 060951 2D C0015G 5701291NFOAQ

400002 N6923509RC034FS 4000000.00  
 LLA :  
 AU 1791804 60FN 252 69235 068892 2D C034FS 692359NEST1Q

400003 N6923509RC043FS 690308.00  
 LLA :  
 AV 1791804 60CN 252 69235 068892 2D C043FS 692359CIDSSQ

6000 N6923509RC042FS 150000.00  
 LLA :  
 BA 1791804 60CN 252 69235 068892 2D C042FS 692359CISHPQ

MOD 13 Funding 4973308.00  
 Cumulative Funding 21904275.00

MOD 14

400004 N6923510RC008FS 1680870.30  
 LLA :  
 AW 1701804 60CN 252 69235 068892 2D C008FS 692350CIDSSQ

400005 N6923510RC009FS 1280000.00  
 LLA :  
 AX 1701804 60CN 252 69235 068892 2D C009FS 692350CIDSSQ

400006 V0896109RC20012 90000.00  
 LLA :  
 AY 1791804 60CA 252 00060 060951 2D C20012 089619IU000Q

400007 N0003909RCFZ400 43870.00  
 LLA :

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AZ 1791804 5FIT 252 EA1NM 068342 2D OBSITO 74900000900

MOD 14 Funding 3094740.30  
Cumulative Funding 24999015.30

MOD 15 Funding 0.00  
Cumulative Funding 24999015.30

MOD 16

400008 N4044210RC60060 217000.00  
LLA :  
BB 97X4930 ND2A 252 40442 0 000033 2F 113457 060000025286  
Standard Number: N4044210PM1ND2A

MOD 16 Funding 217000.00  
Cumulative Funding 25216015.30

MOD 17

400009 N6923510RC028FS 189000.00  
LLA :  
BC 1701804 60CN 252 69235 068892 2D C028FS 692350CISHPQ  
Standard Number: N6923510RC028FS

400010 1300153084 246500.00  
LLA :  
BD 1701804 QFIT 252 00039 0 050120 2D 000000 A00000416428  
Standard Number: 1300153084

MOD 17 Funding 435500.00  
Cumulative Funding 25651515.30

MOD 18

100203 N4044209RC60001 (1053.31)  
LLA :  
AL 97x4930 nd2a 252 40442 0 000033 2f 113457 060000025286  
Standard Number: N4044209RC60001

400011 N6923510RC035FS 126400.00  
LLA :  
BE 1701804 60TN 252 69235 068892 2D C035FS 692350CISPTQ  
Standard Number: N6923510RC035FS

MOD 18 Funding 125346.69  
Cumulative Funding 25776861.99

MOD 19 Funding 0.00  
Cumulative Funding 25776861.99

MOD 20 Funding 0.00  
Cumulative Funding 25776861.99

MOD 21

400201 N6923510RC046FS 4000000.00  
LLA :  
BN 1701804 60FN 252 69235 068892 2D C046FS 692350NGENTQ  
Standard Number: N6923510RC046FS

400202 N6923510RC049FS 25000.00  
LLA :  
BG 1701804 60TN 252 69235 068892 2D C049FS 692350CISPTQ  
Standard Number: N6923510RC049FS

400203 1300166895 64000.00  
LLA :  
BH 1701804 QFIT 252 00039 0 050120 2D 000000 A00000500776  
Standard Number: 1300166895

6002 N6923510RC049FS 150000.00

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LLA :  
 BG 1701804 60TN 252 69235 068892 2D C049FS 692350CISPTQ  
 Standard Number: N6923510RC049FS

MOD 21 Funding 4239000.00  
 Cumulative Funding 30015861.99

MOD 22

400012 N6923510RCDE3FS 350000.00

LLA :  
 BJ 1701804 60AN 252 69235 068892 2D CDE3FS 692350CIO1A  
 Standard Number: N6923510RCDE3FS

400204 N6923510RC057FS 800000.00

LLA :  
 BK 1701804 60CN 252 69235 068892 2D C057FS 692350RTSP5Q  
 Standard Number: N6923510RC057FS

6001 N6923510RCDE3FS 80000.00

LLA :  
 BJ 1701804 60AN 252 69235 068892 2D CDE3FS 692350CIO1A  
 Standard Number: N6923510RCDE3FS

MOD 22 Funding 1230000.00  
 Cumulative Funding 31245861.99

MOD 23

400205 N6923510RC071FS 4300000.00

LLA :  
 BL 1701804 60CN 252 69235 068892 2D C071FS 692350LHDSSQ  
 Standard Number: N6923510RC071FS

400206 N6923510RCDE4FS 70000.00

LLA :  
 BM 1701804 60AN 252 69235 068892 2D CDE4FS 692350CIO1A  
 Standard Number: N6923510RCDE4FS

400207 1300153084 246500.00

LLA :  
 BD 1701804 QFIT 252 00039 0 050120 2D 000000 A00000416428  
 Standard Number: 1300153084

MOD 23 Funding 4616500.00  
 Cumulative Funding 35862361.99

MOD 24 Funding 0.00  
 Cumulative Funding 35862361.99

MOD 25 Funding 0.00  
 Cumulative Funding 35862361.99

MOD 26

400401 N3600111RC001AF 4250000.00

LLA :  
 BP 1711804 60FN 233 36001 068892 2D C001AF 36001100189N  
 Standard Number: N3600111RC001AF

400402 N3600111RC002AF 510000.00

LLA :  
 BQ 1711804 60FN 233 36001 068892 2D C002AF 36001100189N  
 Standard Number: N3600111RC002AF

400403 N3600111RC003AF 1119993.60

LLA :  
 BR 1711804 60FN 233 36001 068892 2D C003AF 36001100189N  
 Standard Number: N3600111RC003AF

400404 N360111RC004AF 626284.80

LLA :  
 BS 1711804 60FN 233 36001 068892 2D C004AF 36001100189N

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Standard Number: N3600111RC004AF

400405 N6923511RC011FS 2500000.00  
 LLA :  
 BT 1711804 60CN 252 36001 068892 2D C011FS 692351NWCAQ  
 Standard Number: N6923511RC011FS

6004 N3600111RC001AF 150000.00  
 LLA :  
 BP 1711804 60FN 233 36001 068892 2D C001AF 36001100189N  
 Standard Number: N3600111RC001AF

MOD 26 Funding 9156278.40  
 Cumulative Funding 45018640.39

MOD 27

400405 N6923511RC011FS (2500000.00)  
 LLA :  
 BT 1711804 60CN 252 36001 068892 2D C011FS 692351NWCAQ  
 Standard Number: N6923511RC011FS

MOD 27 Funding -2500000.00  
 Cumulative Funding 42518640.39

MOD 28

400406 N3600111RC048FS 435000.00  
 LLA :  
 BU 1711804 60FN 252 36001 068892 2D C048FS 360011WONF3Q  
 Standard Number: N3600111RC048FS

400407 N3600111RC041FS 600000.00  
 LLA :  
 BV 1711804 60FN 252 36001 068892 2D C041FS 360011NGENTQ  
 Standard Number: N3600111RC041FS

MOD 28 Funding 1035000.00  
 Cumulative Funding 43553640.39

MOD 29 Funding 0.00  
 Cumulative Funding 43553640.39

MOD 30 Funding 0.00  
 Cumulative Funding 43553640.39

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

This contract is incrementally funded and the amount currently available for payment hereunder is limited to **\$7,541,278.40** inclusive of fee, for Lot V, Option Year 4 for CLIN 4004. It is estimated that these funds will cover the cost of performance through **6 June 2012**. 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 **\$7,541,278.40** shall arise unless additional funds are made available and are incorporated as a modification to this contract.

This task order is incrementally funded with respect to both cost and fee.

### ORGANIZATIONAL CONFLICT OF INTEREST:

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment subject to this contract. The contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

- (1) "System" includes system, major component, subassembly or subsystem, project, or item.
- (2) "Nondevelopmental items" as defined in FAR 2.101.
- (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.
- (6) "Consultant services" as defined in FAR 31.205-33(a).
- (7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.
- (8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.
- (9) "Interest" means organizational or financial interest.
- (10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a

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known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 30 days after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of 30 days after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 30 days after the terms of this contract. (FAR 9.505-2(a)(1))

(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to

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perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 30 days after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[ x ] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

[ x ] (8) To the extent work performed under this contract may be subject to 10 U.S.C. 2399, the contractor agrees to comply with 10 U.S.C. 2399

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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

- (a) The quoter agrees to assign to the task order those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required in Section L to fill the requirements of the task order. No substitution or addition of personnel shall be made except in accordance with this clause.
- (b) The quoter agrees that during the first 90 days of the task order 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.
- (c) If personnel for whatever reason become unavailable for work under the task order for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the quote, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.
- (d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (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 substitutions, a complete resume



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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 equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the task order occurs, the quoter 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 for paragraph (d) above. The additional personnel shall have qualifications greater than or equal 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 quoter, 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 task order is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the task order or the delivery order, the task order 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 task order price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

#### N00244H136 GOVERNMENT REVIEW OF RESUMES (AUG 1992) (FISC SAN DIEGO)

The Government reserves the right to review the resumes of contractor employees performing under the contract solely for the purpose of ascertaining their qualifications relative to the personnel qualifications terms of the contract. Accordingly, the contractor shall furnish such resumes to the Contracting Officer upon request by the Contracting Officer's Representative, Ordering Officer or Contracting Officer.

#### REIMBURSEMENT OF TRAVEL COSTS (OCT 1998)

##### (a) Travel

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

- Medical Examinations
- Immunization
- Passports, visas, etc.
- Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite.

Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

(4) Per Diem. Per diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

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(5) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD Joint Travel Regulations, Volume 2.

(6) Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form.

NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations.

Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

(8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

(End of Provision)

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## SECTION I CONTRACT CLAUSES

Note: All the provisions and clauses of SECTION I of the basic contract apply to this task order (unless otherwise specified in the task order) plus the following:

### 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 5 days prior to expiration of the contract.

(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 14 days. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) month extension in accordance with FAR 52.217-8 Option To Extend Services.

(End of clause)

#### 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

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

- (i) The systems of records; and
- (ii) The design, development, or operation work that the contractor is to perform;

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

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

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

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

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

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

(End of clause)

SUP 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 communicate 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 with the Contracting Officer. 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. The address and telephone number of the Contracting Officer is:

NAME: Carissa Holland  
ADDRESS: NAVSUP Fleet Logistics Center  
Contracting Department, Code 240  
1968 Gilbert Street, Suite 600  
Norfolk, VA 23511  
PHONE: 757-443-1338  
FAX: 757-443-1424  
EMAIL: carissa.holland@navy.mil

(End of clause)

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## **SECTION J LIST OF ATTACHMENTS**

### **DD254, Contract Security Classification Specification**

Personnel Qualifications