AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
U	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
23	28-Oct-2015	N5399616RCDNMGX	N/A

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NAVSUP FLC San Diego, Code 200 3985 Cummings Road San Diego CA 92136-4200 [redacted]	N00244	DCMA Manassas 14501 George Carter Way Chantilly VA 20151	S2404A

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

GENERAL DYNAMICS INFORMATION TECH., INC.
3211 Jermantown Road
Fairfax VA 22030-2844

CAGE CODE: 07MU1 | FACILITY CODE:

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.
N00178-04-D-4012-NW11

10B. DATED *(SEE ITEM 13)*
02-Mar-2011

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.

(*)	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.
[ ]	
[X]	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:
[ ]	D. OTHER *(Specify type of modification and authority)*

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)*	
		[redacted] Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY [redacted]	28-Oct-2015
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

GENERAL INFORMATION

The purpose of this modification is to change line of accounting used for exercising Option Year 3 CLIN 7400 and CLIN 9400 by de-obligating current funding and obligating new funding of the same amount under a new line of accounting. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. Accordingly, said Task Order is modified as follows:

SLIN 740003:
FROM: AM 1761804 70CA 250 00070 M 068688 2D CDNMGX 539966DTNC2Q [redacted]
TO: AN 1761804 70CA 250 00070 M 045924 2D CDNMGX 539966GDIT2Q [redacted]

SLIN 940002:
FROM: AM 1761804 70CA 250 00070 M 068688 2D CDNMGX 539966DTNC2Q [redacted]
TO: AN 1761804 70CA 250 00070 M 045924 2D CDNMGX 539966GDIT2Q [redacted]

TOTAL CHANGE = $ 0.00

ADDITIONAL INFORMATION:

The previous FY16 Line of Accounting (LOA) for CLINs 7400 ($442,146.65) and 9400 [redacted] which was incrementally funded for [redacted] (AM 1761804 70CA 250 00070 M 068688 2D CDNMGX 539966DTNC2Q) has been manually de-obligated to $0 and overwritten by new LOA AN (AN 1761804 70CA 250 00070 M 045924 2D CDNMGX 539966GDIT2Q) for the same amount [redacted]

Because of Seaport-E system limitations, even though the LOA Am for CLINs 7400 and 9400 has been overwritten, the LOA information for CLINs 7400 and 9400 in Section G reflects the new LOA AN but does not show the de-obligation of [redacted] for LOA AM.

The Line of Accounting information is hereby changed as follows:

SLIN 740003:
FROM: AM 1761804 70CA 250 00070 M 068688 2D CDNMGX 539966DTNC2Q [redacted]
TO: AN 1761804 70CA 250 00070 M 045924 2D CDNMGX 539966GDIT2Q [redacted]

SLIN 940002:
FROM: AM 1761804 70CA 250 00070 M 068688 2D CDNMGX 539966DTNC2Q [redacted]
TO: AN 1761804 70CA 250 00070 M 045924 2D CDNMGX 539966GDIT2Q [redacted]

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:

740003:
From: AM 1761804 70CA 250 00070 M 068688 2D CDNMGX 539966DTNC2Q
To: AN 1761804 70CA 250 00070 M 045924 2D CDNMGX 539966DGIT2Q

940002:
From: AM 1761804 70CA 250 00070 M 068688 2D CDNMGX 539966DTNC2Q
To: AN 1761804 70CA 250 00070 M 045924 2D CDNMGX 539966DGIT2Q

The total amount of funds obligated to the task is hereby increased from $5,291,903.52 by $0.00 to $5,291,903.52.

The total value of the order is hereby increased from $5,607,974.62 by $0.00 to $5,607,974.62.

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

CLIN/SLIN From To

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	D302	Base Period of Performance - Labor (O&MN,N)	1.0	LO	[redacted]		
400001	D302	Labor [redacted] (O&MN,N)					
400002	D302	Labor [redacted] FY11 Incremental Funding, FAR 52.232-18, Availability of Funds, (O&MN,N) (O&MN,N)					
400003	D302	Labor [redacted] FY12 Incremental Funding, FAR 52.232-18, Availability of Funds (O&MN,N)					
4050	D302	Surge Option CLIN: Base Period Labor Surge Option. Program Support in accordance with Section C, PWS (O&MN,N)	1.0	LO	[redacted]		
		Option					
4100	D302	Option Period 1 - Labor (O&MN,N)	1.0	LO	[redacted]		
410001	D302	Labor [redacted] FY12 Incremental Funding, FAR 52.232-18, Availability of Funds (O&MN,N)					
410002	D302	Labor [redacted] FY13 Incremental Funding, FAR 52.232-18, Availability of Funds (O&MN,N)					
410003	D302	Labor [redacted] FY13 Incremental Funding, FAR 52.232-18, Availability of Funds (O&MN,N)					
4150	D302	Surge Option CLIN: Option Period 1 Labor Surge Option. Program Support in accordance with Section C, PWS; FAR 52.232-18, Availability of Funds; (O&MN,N) (O&MN,N)	1.0	LO	[redacted]		
4200	D302	Option Period 2 - Labor (O&MN,N)	1.0	LO	[redacted]		
420001	D302	Labor [redacted] FY13 Incremental Funding, FAR 52.232-18, Availability of Funds (O&MN,N)					
420002	D302	Labor [redacted] FY13 Incremental Funding, FAR 52.232-18, Availability of Funds (O&MN,N)					
420003	D302	Labor [redacted] FY14 Incremental Funding, FAR 52.232-18, Availability of Funds (O&MN,N)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4250	D302	Surge Option CLIN: Option Period 2 Labor Surge Option. Program Support in accordance with Section C, PWS (O&MN,N)	1.0	LO	[redacted]		
		Option					
4300	D302	Option Period 3 - Labor (O&MN,N)	1.0	LO	[redacted]		
430001	D302	Labor [redacted] FY14 Incremental Funding; FAR 52.232-18, Availability of Funds (O&MN,N)					
430002	D302	Labor [redacted] FY14 Incremental Funding; FAR 52.232-18, Availability of Funds (O&MN,N)					
430003	D302	Labor [redacted] FY15 Incremental Funding; FAR 52.232-18, Availability of Funds (O&MN,N)					
4350	D302	Surge Option CLIN: Option Period 3 Labor Surge Option. Program Support in accordance with Section C, PWS (O&MN,N)	1.0	LO	[redacted]		
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	D302	ODCs for CLIN 4000 (O&MN,N)	1.0	LO	[redacted]
600001	D302	ODC [redacted] (O&MN,N)			
600002	D302	ODC [redacted] (O&MN,N)			
6050	D302	Surge Option CLIN: ODCs for CLIN 4050 (O&MN,N)	1.0	LO	
		Option			
6100	D302	ODCs for CLIN 4100 (O&MN,N)	1.0	LO	
610001	D302	ODC [redacted] FY12 Incremental Funding, FAR 52.232-18, Availability of Funds (O&MN,N)			
610002	D302	ODC [redacted] FY12 Incremental Funding, FAR 52.232-18, Availability of Funds (O&MN,N)			
610003	D302	ODC [redacted] FY13 Incremental Funding, FAR 52.232-18, Availability of Funds (O&MN,N)			
610004	D302	ODC [redacted] FY13 Incremental Funding, FAR 52.232-18, Availability of Funds (O&MN,N)			
6150	D302	Surge Option CLIN: ODCs for CLIN 4150 (O&MN,N)	1.0	LO	[redacted]
		Option			
6200	D302	ODCs for CLIN 4200 (O&MN,N)	1.0	LO	

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
620001	D302	ODC [redacted] FY13 Incremental Funding, FAR 52.231-18, Availability of Funds (O&MN,N)			
620002	D302	ODC [redacted] FY14 Incremental Funding, FAR 52.231-18, Availability of Funds (O&MN,N)			
6250	D302	Surge Option CLIN: ODCs for CLIN 4250 (O&MN,N)	1.0	LO	[redacted]
		Option			
6300	D302	ODCs for CLIN 4300 (O&MN,N)	1.0	LO	
630001	D302	ODC [redacted] FY14 Incremental Funding; FAR 52.231-18, Availability of Funds (O&MN,N)			
630002	D302	ODC [redacted] FY15 Incremental Funding; FAR 52.231-18, Availability of Funds (O&MN,N)			
6350	D302	Surge Option CLIN: ODCs for CLIN 4350 (O&MN,N)	1.0	LO	
		Option			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	D302	Option Period 4 - Labor (O&MN,N)	1.0	LO	[redacted]		
740001	D302	Labor [redacted] FY15 Incremental Funding, FAR 52.232-18 Availability of Funds (O&MN,N)					
740002	D302	Labor [redacted] FY15 Incremental Funding, FAR 52.232-18 Availability of Funds (O&MN,N)					
740003	D302	Labor [redacted] FY16 Incremental Funding; FAR 52.232-18, Availability of Funds (O&MN,N)					
7450	D302	Surge Option CLIN: Option Period 4 Labor Surge Option. Program Support in accordance with Section C, PWS (O&MN,N)	1.0	LO	[redacted]		
		Option					
7500	D302	Six Month Option - Labor (O&MN,N)	1.0	LO	[redacted]		
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9400	D302	ODCs for CLIN 7400 (O&MN,N)	1.0	LO	[redacted]
940001	D302	ODC [redacted] FY15 Incremental Funding, FAR 52.232-18 Availability of Funds (O&MN,N)			

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
940002	D302	ODC [redacted] FY16 Incremental Funding; FAR 52.232-18, Availability of Funds (O&MN,N)			
9450	D302	Surge Option CLIN: ODCs for CLIN 7450 (O&MN,N)	1.0	LO	[redacted]
		Option			
9500	D302	Six Month Option - ODCs for CLIN 7500 (O&MN,N)	1.0	LO	$0.00
		Option			

SECTION C DESCRIPTIONS AND SPECIFICATIONS

ADP NETWORKS

Performance Work Statement (PWS)

DISTRIBUTED TRAINING NETWORK CONFIGURATION AND ADMINISTRATION

1. BACKGROUND

The Tactical Training Group, Pacific (TTGP or TACTRAGRUPAC) Information Systems Branch (Code N76) requires contractor IT support services for the administration, configuration, and maintenance of the classified and unclassified Non-Navy-Marine Corp Intranet (Non-NMCI) networks.

Throughout this document, the use of Event, Exercise, and Exercise/Event are synonymous and refer to training events conducted by TTGP.

2. DESCRIPTION / SCOPE / OBJECTIVE

2.1 Purpose. The purpose of this PWS is to define the Automated Data Processing (ADP) network services used in support of Fleet Synthetic Training (FST) Events/Exercises. Work is performed primarily at Tactical Training Group, Pacific, and includes sites in the following Fleet Concentration Areas: Naval Base San Diego; Naval Air Station North Island; Everett, WA; Pearl Harbor, HI; Yokosuka, Japan; Sasebo, Japan.

2.2 Scope. This scope includes network services: administration, configuration, management, maintenance, and troubleshooting. It also includes equipment logistics support, help desk support, and FST support services. These services shall apply to the following networks and associated systems: Secret Internet Protocol Routing Network (SIPRNET), Non-Classified Internet Protocol Routing Network (NIPRNET), and Navy Continuous Training Environment (NCTE). The scope also includes network connectivity support for the following: Combined Enterprise Regional Information Exchange System (CENTRIXS), Global Command and Control System Maritime (GCCS-M), Theatre Battle Management Core System (TBMCS), and Command & Control Personal Computer (C2PC), as well as the application services listed in Technical Exhibit (TE) 2, Applications Supported. Network Administration tasks include generation of reports and network documentation. Logistics tasks include administrative tasks associated with the ordering and inventory of ADP equipment. Overall network architecture and configuration is decided by the Command Configuration Management Board (CCMB). TE 1, Equipment Listing, contains a full listing of the current equipment/systems supported. Systems are normally refreshed every 3-5 years based on type of equipment. During major system upgrades and scheduled life-cycle replacement events which involve more than 20 items or require the removal/installation of equipment racks/enclosures, electrical service, and infrastructure data cabling; the Government will support and provide the physical equipment removal/installation effort, while the *contractor* is responsible for operational configuration.

Note: See Solicitation Section J, List of Attachments, for all Technical Exhibits

3. ACRONYMS AND DEFINITIONS

3.1 Acronyms

Acronyms	Term
ADP	Automated Data Processing
AIS	Automated Information System
AOR	Area of Responsibility
ATM	Asynchronous Transfer Mode
C2PC	Command and Control Personal Computer
C5I	Command, Control, Communications, Computers, Combat Systems, Intelligence
CCD	Communications Control Device
CCNA	Cisco Certified Network Assistant
CCNP	Cisco Certified Network Professional
CD RW	Compact Disk Read Write
CDRL	Contract Data Requirements List
CENTRIXS	Combined Enterprise Regional Information Exchange System
CLIN	Contract Line Item Number
CONOPS	Concept of Operations
COR	Contracting Officer Representative
COTR	Contracting Officer Technical Representative
DoD	Department of Defense
DSN	Defense Switched Network
DT	Distributed Training
DTCC	Distributed Training Control Center
ETR	Estimated Time of Repair
FAR	Federal Acquisition Regulation
FCA	Fleet Concentration Area
FST	Fleet Synthetic Training
C2PC	Command and Control Personal Computer
FTR	Federal Travel Regulation
GCCS-M	Global Command and Control System - Maritime
IAVA	Information Assurance Vulnerability Assessment
IDE CDROM	IDE Compact Disk Read Only Memory
IOS	Cisco Internetworking Operating Systems
I-PUK	Interim Pack-Up-Kit
JNTC	Joint National Training Capability

Acronyms	Term
ADP	Automated Data Processing
AIS	Automated Information System
AOR	Area of Responsibility
JSAF	Joint Semi-Automated Forces
JTEN	Joint Training Experimentation Network
JTR	Joint Travel Regulation
LAN	Local Area Network
MAC	Machine Address Code
MCP	Microsoft Certified Professional
MCSE	Microsoft Certified systems Engineer
MSR	Monthly Status Report
NCTE	Navy Continuous Training Environment
NES	Network Encryption System
NIPRNET	Non-Classified Internet Protocol Router Network
NMCI	Navy-Marine Corps Intranet
NTR	Navy Technical Representative
NWDC	Naval Warfare Development Center
OEM	Original End Manufacturer
PC	Personal Computer
POC	Point of Contact
PUK	Pack Up Kit
RAID	Redundant Array of Independent Disks
RAM	Random Access Memory
RITA	Regional Inventory Tracking Application
SCI	Special Compartmentalized Information
SIPRNET	Secret Internet Protocol Router Network
PWS	Performance Work Statement
TACTRAGRUPAC	Tactical Training Group, Pacific
TBMCS	Theater Battle Management Core System
TDL	Training Data Link
TE	Technical Exhibit
TO	Task Order
TS	Top Secret
TTGL	Tactical Training Group, Atlantic
TTGP	Tactical Training Group, Pacific
VOIP	Voice-Over-Internet Protocol Phones
VTC	Video Teleconferencing

2 Definitions:

Item	Definition
Back-ups	Functions performed to protect and restore server computer files and data.
Desktop	Workstation or personal computer (PC)
End User	User of workstation or personal computer
Helpdesk	Central receiving point for all help calls
Network	Hardware communication grid
Pack Up Kit	Hardware specifically packaged for transport for temporary shipboard installation to support Fleet Synthetic Training exercises.
Peripherals	Miscellaneous IT hardware device such as printers, keyboards, mice, or internal PC components
Portables	Laptop or notebook computers
Point of contact	Responsible person or POC
Production Logs	Records maintained by the Helpdesk
RAID Storage	Server storage device
Restores	Function performed to either recover or restore database information, programs or files.
Work Order Request	Request received and recorded by the Helpdesk.
Workstation	Desktop or Laptop computer

4. PERFORMANCE WORK STATEMENT (APPROACH/METHODOLOGY/TASKS)

4.1 General. The contractor shall provide professional, administrative, and technical services to

support TTGP Networks, and to accommodate workload demands in support of Distributed Joint and FST exercises. See: TE 4, ADP Workload for hours of support requirements.

4.2 Help Desk. The contractor shall operate and maintain the Help Desk Service Center by receiving, recording, resolving remotely, or dispatching contract personnel to resolve ADP trouble calls. The contractor shall document Help Desk activity and submit a monthly report. The contractor shall recommend and then implement an approved Help Desk Tracking system to track, log, and manage trouble calls to ensure actions are responded to and resolved within established time frames. This action will be completed NLT 90 days after contract award. See: TE 4, Workload, Help Desk and Watch Stations Tabs.

4.3 Network Services. The contractor shall provide network administration, configuration and management, and security services. This support includes installation, troubleshooting, maintenance, security, and logistics actions outside of and during FST Events. See: TE 1, Equipment List; TE 2, Applications Supported; TE 9a and TE 9b Network Drawings.

4.3.1 *Backup and Restore/Disaster Recovery.* The contractor shall configure automated file/system incremental back-ups on assigned networks, perform full system back-ups, and archive the backups, in accordance with the TTGP Information Management Plan. See: TE 7, Directives.

4.3.2 *Network Administration, Configuration, and Management.* In addition to standard administration, configuration, and management tasks, the contractor shall also perform hard-drive mirroring and cloning, configure storage devices, and maintain Cisco Call Manager Express (resides on legacy SIPR and NIPR – full management and repair (in-house gaming support)). The contractor shall troubleshoot commercial off the shelf ADP equipment to the lowest sub-assembly/module level identified in the OEM manual and provide a repair action report with recommendation to the NTR regarding the repair or replacement with the next higher level assembly/module. Troubleshooting may require the contractor to contact the OEM technical support services. The Contractor shall perform basic level preventative maintenance on installed ADP Equipment, See: TE 4, ADP Workload for frequency. The contractor shall support encryption device connectivity and monitoring support IAW with TTGP Network Security Directives, See: TE 7, Directives. The contractor shall review Government Network configuration and improvement proposals, document recommendations, and submit a proposal review report, See: TE 4, ADP Workload for frequency. The contractor shall quarterly, review the effectiveness and efficiency of existing networks, document issues and recommendations.

4.3.3 *Network Security.* The contractor shall perform network security tasks to include monitoring the system, processing Information Assurance Vulnerability Assessment (IAVA) requirements, conduct network scans, execute virus cleaning actions, in response to Global Network Operations Center, Computer Tasking Orders (CTO's)/Computer Tasking Reports (CTRs), See: TE 4, ADP Workload for frequency.

4.3.4 *FST Event Support.* Fleet Synthetic Training consists of distributing a wargame simulation via secure networks and C5I systems to participating ships and shore training facilities. The training utilizes discrete scripted events, based on the participant's training

requirements, and consists of a connection/test phase and an execution phase. Each phase could be several hours to several weeks depending on the size and scope of the training, See: TE 4, Workload. The contractor shall provide system administration and network configuration modification in support of TTGP Events; See TE 9c, Distributed Training Schedule). This involves: troubleshooting network services and network connection issues and recommending / implementing mitigation strategies or repairs. Event support will also involve picking up, delivering, installing, monitoring network equipment and de-installing equipment upon completion at all Fleet Concentration Area (FCA) locations. Network Support will also include administration of the NCTE Cisco Unified Call Managers.

4.3.4.1 The contractor shall provide FST Event support to include:

4.3.4.1.1 Review and provide input to various Event documentation requirements IAW established milestones (Shipboard Installation Plan and Site Survey Report, Architecture Drawings, Communication Matrices, Manning, Travel, and Floor Plans, Network Connection Plans, and other documentation required by TTGP).

4.3.4.1.2 Develop a Voice over Internet Protocol (VoIP) Plan, submit for review and when approved configure applicable FST Call Managers.

4.3.4.1.3 Implement the approved FST Event Floor Plan and equipment configuration, Execute approved Network Connection Plan. Staff FST event watch stations, in accordance withsee: TE 4, Workload, and Watch Stations Tab.

4.3.4.1.4 The contractor shall in accordance with the approved Shipboard Installation Plan, install, configure, monitor and troubleshoot connectivity, and de-install FST event required shipboard training devices, network equipment and cables. Provide network configuration assistance on training device required cryptographic equipment (shipboard asset). During installations, the contractor will provide a daily installation status report. After FST event conclusion, submit a Installation Report. See: TE 1, Equipment List.

4.3.4.2 The contractor shall provide the following FST system support:

This list below reflects the current systems being used however the systems are subject to change as systems are added and or replaced.

4.3.4.2.1 CENTRIX: Maintain network connectivity, path, firewall, and protocol transport management only.

4.3.4.2.2 GCCS-M: Maintain network connectivity, path, firewall, and protocol transport management only.

4.3.4.2.3 TBMCS: Maintain network connectivity, path, firewall, and protocol transport management only.

4.3.4.2.4 C2PC: Maintain the network connectivity, path, firewall, protocol transport management, and gateway support only.

4.4 ADP Equipment/Software Logistics Support

The contractor shall:

4.4.1 Review quarterly and maintain the software licensing and inventory for other than

Program of Record Systems. See: TE 2, Applications Supported

4.4.2 Order, track, receipt, and maintain barcode information and records for equipment (other than minor property) and maintain the ADP equipment inventory database and documentation. Track and maintain a list of equipment with warranties. See: TE 4, Workload.

4.4.3 Submit ADP equipment inventory database and documentation on a Semi-Annual basis.

4.4.4 Prepare excess ADP equipment for disposal and associated documentation in accordance with local policy and update inventories.

5. PERFORMANCE STANDARDS AND QUALITY MEASUREMENT:

Performance Standards applicable to this contract are shown in TE 3, Performance Standards. These standards are deemed critical to the success of the program but do not alleviate the contractor from complying with all other aspects of the PWS. The contractor is expected to actively manage and document compliance with the performance standards on a continuous basis. The contractor is expected to develop and implement a Quality Control Program (QCP) to internally measure how well they are meeting the requirements in the PWS. The QCP must routinely evaluate PWS requirements and address corrective actions if discrepancies are discovered. The Contractor QCP inspections will be retained for the duration of the contract period of performance.

6. WORKLOAD: PWS workload requirements are shown in TE 4, Workload.

7. CONTRACT DATA REQUIREMENTS LISTs (CDRLs): Required reports are shown in TE 5, CDRLs. This TE shows the various CDRLs and describes their purpose, frequency, due date, distribution, and format.

8. MEETINGS/TELECONS:. Generally, the contractor is in attendance for technical guidance and support; however, based on the type of meeting, the contractor may be required to participate, facilitate, or provide a network related briefing See: TE 6, Meetings and Telecons.

9. DIRECTIVES:. THE CONTRACTOR MUST COMPLY WITH THOSE SECTIONS LISTED AS MANDATORY. SEE: TE 7, DIRECTIVES.

10. FACILITIES: For sites/locations supported, see: TE 8, Facilities.

11. NETWORK DRAWINGS AND SAMPLE DOCUMENTS: Network drawings and sample documents are listed with a prefix of TE 9. These are representative documents provided to portray the type of products for which the contractor will be responsible.

12. PERIOD OF PERFORMANCE: The period of performance will be a base year plus four, one-year option periods to be exercised at the discretion of the government.

13. CONFIDENTIALITY: This project and all materials provided to the Contractor by the Government (to include, but not limited to, results, conclusions and recommendations obtained thereof) should be considered confidential in nature and treated with the same level of care that the Contractor treats its own confidential business information. The information shall not be disclosed, copied, modified, used (except in the completion of this project) or otherwise disseminated to any other person or entity at any time to include, but not limited to, inclusion in any database external to the Government without the Government's written consent.

14. SECURITY: All personnel involved in this contract shall be a U.S. Citizen and possess a SECRET Clearance at a minimum. All work is to be performed in accordance with the attached DD-254, TE 10, regarding the security requirements for each respective location where contract performance is to take place.

15. GOVERNMENT FURNISHED PROPERTY: The government will furnish office space, workstations (computers and peripherals), and general office supplies. Government furnished items shall be used solely in support of this contract. The contractor shall furnish all personnel, equipment, and materials necessary for accomplishment of work under this PWS, unless specified elsewhere in this contract.

16. SPECIAL REQUIREMENTS/INSTRUCTIONS/CONSIDERATIONS: No data provided to, or developed by, the contractor shall be used for any purpose other than this delivery order. All information (data files and hard copy) generated by the Government is Government property and the contractor shall return them to Tactical Training Group, Pacific, at the completion of the task. Any other data shall be subject to the data rights' clauses incorporated herein and found at Defense Supplement to the Federal Acquisition Regulations (DFAR) 252.227-7013.

17. TRAVEL AND OTHER DIRECT COSTS

17.1 Joint Travel Regulations / Federal Travel Regulations. All travel shall be in accordance with the Government's Joint Travel Regulation (JTR) and/or Federal Travel Regulation (FTR), whichever is applicable.

Travel is required as a condition of contractor performance. Local travel may be required during installation/test/game situations throughout the year. Other remote site travel may be required in support of FST throughout the Pacific Fleet AOR as directed. The NTR will identify event tasking travel requirements. For all remote site trips, the point of departure is San Diego, unless otherwise directed by the NTR.

17.2 Anticipated Travel. The following trips are anticipated and authorized (annually):

Locations:	Trips	Travelers	Duration
Everett, WA	2	2	7 days
Pearl Harbor, HI	2	2	14 days
Yokosuka, Japan	2	2	14 days
Sasebo, Japan	1	1	14 days

17.3 Trip Report. A trip report shall be submitted within 10 calendar days following the completion of travel, and shall be submitted to the NTR and Task Order Manger (TOM) (See TE 9d3, Trip Report).

17.4 Travel Approval. All travel must be approved in advance by the TOM.

18. GOVERNMENT POINTS OF CONTACT

These will be provided after contract award.

19. NON-PERSONAL SERVICE STATEMENT: Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

20. PERSONNEL QUALIFICATIONS

See Section L of solicitation.

SECTION D PACKAGING AND MARKING

1.0 GENERAL. There are no packaging or marking requirements for the services to be provided in response to the task order modifications issued under this contract. All requirements for packaging and marking of supplies or documents associated with these services shall be packaged, packed and marked in accordance with the provisions set forth below unless otherwise indicated in the individual task order.

2.0 DATA PACKAGING LANGUAGE.

2.1 All unclassified data shall be prepared for shipment in accordance with the best commercial practice.

2.2 Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating manual (NISPOM), DOD 5220.22-M dated January 1995.

3.0 MARKING OF REPORTS.

3.1 All reports delivered by the Contractor to the Government under this task order shall prominently show on the cover of the report the following information:

3.1.1 Name and business address of the Contractor

3.1.2 Contract number

3.1.3 Task order number(s)

3.1.4 Sponsoring activity

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

SECTION E INSPECTION AND ACCEPTANCE

Inspection of Supplies and Services will be at destination by the government.

TASK ORDER PERFORMANCE STANDARD

Monthly status reports submitted to the Task Order Manager under subject Task Order shall identify the work that had been performed during the month, deliverables that had been submitted, and the name of the Government representative that had received the deliverable. The Task Order Manager will be required on a monthly basis to rate the quality of deliverables in terms of timeliness and quality on a rating scale of one (1) to five (5). The rating scale is specified in the table and defined below:

Rating Number Rating Description

5 Exceptional Exceeds many standards of performance
4 Very Good Exceeds some standards of performance
3 Satisfactory Fully meets standards of performance
2 Marginal Fails to meet some standards of performance
1 Unsatisfactory Fails to meet many standards of performance

Rating Definitions:

Exceptional. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.

Note: To justify an Exceptional rating, multiple significant events in each category must be identified and must state how it was a benefit to the GOVERNMENT. However, a singular benefit could be of such magnitude that it alone constitutes an Exceptional rating.

Very Good. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor was effective. Note: To justify a Very Good rating, a significant event in each category must be identified and must state how it was a benefit to the GOVERNMENT.

Satisfactory. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. Note: To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract.

Marginal. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. Note: To justify Marginal performance, a significant event in each category that the contractor had trouble overcoming must be identified and must state how it impacted the GOVERNMENT. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g. Management, Quality, Safety, or Deficiency Report or letter).

Unsatisfactory. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem (s) for which the contractor's corrective actions appear or were ineffective. Note: To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., Management, Quality, Safety, or Deficiency Reports, or letters).

SECTION F DELIVERABLES OR PERFORMANCE

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

4000	3/2/2011 - 3/1/2012
4100	3/2/2012 - 3/1/2013
4150	3/2/2012 - 3/1/2013
4200	3/2/2013 - 3/1/2014
4300	3/2/2014 - 3/1/2015
6000	3/2/2011 - 3/1/2012
6100	3/2/2012 - 3/1/2013
6200	3/2/2013 - 3/1/2014
6300	3/2/2014 - 3/1/2015
7400	3/2/2015 - 3/1/2016
9400	3/2/2015 - 3/1/2016

CLIN - DELIVERIES OR PERFORMANCE

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

4000	3/2/2011 - 3/1/2012
4100	3/2/2012 - 3/1/2013
4150	3/2/2012 - 3/1/2013
4200	3/2/2013 - 3/1/2014
4300	3/2/2014 - 3/1/2015
6000	3/2/2011 - 3/1/2012
6100	3/2/2012 - 3/1/2013
6200	3/2/2013 - 3/1/2014
6300	3/2/2014 - 3/1/2015
7400	3/2/2015 - 3/1/2016
9400	3/2/2015 - 3/1/2016

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

4050	3/2/2011 - 3/1/2012
4250	3/2/2013 - 3/1/2014
4350	3/2/2014 - 3/1/2015
6050	3/2/2011 - 3/1/2012
6150	3/2/2012 - 3/1/2013
6250	3/2/2013 - 3/1/2014
6350	3/2/2014 - 3/1/2015

7450	3/2/2015 - 3/1/2016
7500	3/2/2016 - 9/1/2016
9450	3/2/2015 - 3/1/2016
9500	3/2/2016 - 9/1/2016

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

52.242-15 Stop-Work Order Aug 1989
52.247-34 FOB Destination Nov 1991

SECTION G CONTRACT ADMINISTRATION DATA

FAR 52.232.18 Availability of Funds applies.

N00244G108 CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES (OCT 1995) (FISC SAN DIEGO)

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):

Anastasia Pentzakoff
Contract Specalist
NAVSUP FLC SAN DIEGO, CODE 220
937 N HARBOR DRIVE SUITE 260
SAN DIEGO CA 92132-0260
Ph: [redacted] Fax: [redacted]
[redacted]

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. Note: Will be determined at time of award.

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. Note: Will be determined at time of award.

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented. Note: Will be determined at time of award.

5. Task Order Manager (TOM) is responsible for:

a. Liaison with personnel at the Government installation and the contractor personnel on site;

b. Issue Technical Direction Letters (TDL) detailing work effort to be executed in accordance with the SOW. (See Seciont H)

c. Technical advice/recommendations/clarification on the statement of work;

d. The statement of work for delivery/task orders placed under this contract;

e. An independent Government estimate of the effort described in the definitized statement of work;

f. Quality assurance of services performed and acceptance of the services or deliverables;

g. Government furnished property;

h. Security requirements on Government installation;

i. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Technical Direction Letter (TDL); and/or

j. 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 AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.

[redacted]
TOM
Tactical Training Group Pacific(TTGP)
5370 Horizon Drive
San Diego, CA 92147-5087
Tel: [redacted]
Fax
Email [redacted]

In the event that the TOM named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the TOM will be the responsibility of the alternate TOM listed below:

ATOM Name: TBD.

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [redacted] base year and [redacted] Option Year man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 manhours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other nonwork locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately [redacted] hours hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an

extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee Reduction = Fee (Required LOE minus Expended LOE divided by Required LOE)

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

(End of Clause)

SUP 5252.232-9402 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 2008)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF):

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site https://wawf.eb.mil. Vendor training is available on the Internet at http://www.wawftraining.com. Additional support can be obtained by calling WAWF Customer Support: 866-618-5988.

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site: http://www.acquisition.navy.mil/navyaos/content/view/full/3521.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, receiving reports 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. Total limit for each file is not to exceed 2MB. Multiple attachments are allowed.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

	Routing Table	*Contracting Officer Notes*
WAWF Invoice Type	Cost Voucher	*-- Select 2-in-1 for FFP Services Only.* *-- Select Combo for Supplies, or Supplies AND FFP Services.* *-- Select Cost Voucher for all Cost Type Contracts.* *If none of the above applies, please call 1-800-559-WAWF (9293).*
Contract Number	N00178-04-D-4012	*-(Enter Contract Number)*
Delivery Order Number	NW11	*-(Enter DO Number)*
Issuing Office DODAAC	N00244	*-(Enter DODAAC of the activity issuing the contract.)*
Admin Office DODAAC	S2404A	*-(Enter Contract Admin Office DODAAC)*
Inspector DODAAC (usually only used when Inspector & Acceptor are different people)		*-(Enter Inspector DODAAC (plus extension if applicable, or leave blank)*
Ship To DoDAAC (for Combo), Service Acceptor DODAAC (for 2 in 1),Service Approver DODAAC (Cost Voucher)	N53996	*-(Enter DODAAC (plus extension if applicable)*

Acceptance At Other		*-(Enter Other Acceptance Address if different from above (plus extension if applicable))*
Local Processing Office (Certifier)	N53996	*-(Enter LPO DODAAC (Local Admin) (plus extension if applicable) or leave blank*
DCAA Office DODAAC (Used on Cost Voucher's only)	HAA038	*-(Enter DCAA Office DODAAC when Applicable)* *- Check on DCAA website:* www.dcaa.mil/
Paying Office DODAAC	HQ0338	*-(Enter Paying Office DODAAC Located on Contract)*
Acceptor/COR Email Address	[redacted]	*-(Enter the Acceptor Email address for this Contract if applicable)*

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable documentation that supports payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF must also be provided to each point of contact identified in section (d) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(d) For each invoice / cost voucher submitted for payment, the contractor shall include the following email addresses for the WAWF automated invoice notification to the following points of contact:

Name	Email	Phone	Role
[redacted]			

252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

Accounting Data

SLINID	PR Number	Amount
400001	N5399611RCDNMGT	[redacted]

LLA :
AA 1711804 70CA 250 53996 0 068688 2D CDNMGT 539961DTNC1Q

600001 N5399611RCDNMGT [redacted]
LLA :
AA 1711804 70CA 250 53996 0 068688 2D CDNMGT 539961DTNC1Q

BASE Funding [redacted]
Cumulative F[redacted]

MOD 01

400001 N5399611RCDNMGT [redacted]
LLA :
AA 1711804 70CA 250 53996 0 068688 2D CDNMGT 539961DTNC1Q

Incremental Funding Provided Subject to
FAR 52.232-18 Availability of Funds

MOD 01 Funding [redacted]
Cumulative Fun[redacted]

MOD 02

400002 N5399611RCDNMGT [redacted]
LLA :
AA 1711804 70CA 250 53996 0 068688 2D CDNMGT 539961DTNC1Q

MOD 02 Funding [redacted]
Cumulative Fund[redacted]

MOD 03

400003 N5399612RCDNMGT [redacted]
LLA :
AB 1721804 70CA 250 53996 0 068688 2D CDNMGT 539962DTNC1Q

MOD 03 Funding [redacted]
Cumulative Fund[redacted]

MOD 04

400003 N5399612RCDNMGT [redacted]
LLA :
AB 1721804 70CA 250 53996 0 068688 2D CDNMGT 539962DTNC1Q

MOD 04 Funding [redacted]
Cumulative Fun

MOD 05

410001 N5399612CDNMGT [redacted]
LLA :
AB 1721804 70CA 250 53996 0 068688 2D CDNMGT 539962DTNC1Q

610001 N5399612CDNMGT [redacted]
LLA :
AB 1721804 70CA 250 53996 0 068688 2D CDNMGT 539962DTNC1Q

MOD 05 Funding [redacted]
Cumulative Fun

MOD 06

400003 N5399612RCDNMGT [redacted]
LLA :
AB 1721804 70CA 250 53996 0 068688 2D CDNMGT 539962DTNC1Q

600002 N5399612RCDNMGT [redacted]
LLA :
AB 1721804 70CA 250 53996 0 068688 2D CDNMGT 539962DTNC1Q

MOD 06 Funding [redacted]
Cumulative Fun

MOD 07 Funding 0.00
Cumulative Funding [redacted]

MOD 08

410001 N5399612CDNMGT [redacted]
LLA :
AB 1721804 70CA 250 53996 0 068688 2D CDNMGT 539962DTNC1Q

610001 N5399612CDNMGT [redacted]
LLA :
AB 1721804 70CA 250 53996 0 068688 2D CDNMGT 539962DTNC1Q

MOD 08 Funding [redacted]
Cumulative Fun

MOD 09

610001 N5399612CDNMGT [redacted]
LLA :
AB 1721804 70CA 250 53996 0 068688 2D CDNMGT 539962DTNC1Q

MOD 09 Funding [redacted]
Cumulative Fun

MOD 10

610002 N5399612RCDNMGT [redacted]
LLA :
AB 1721804 70CA 250 53996 0 068688 2D CDNMGT 539962DTNC1Q

MOD 10 Funding [redacted]
Cumulative Fun

MOD 11

410002 N5399613RCDNMGT [redacted]
LLA :
AC 1731804 70CA 250 53996 0 068688 2D CDNMGT 539963DTNC1Q

610003 N5399613RCDNMGT [redacted]
LLA :
AC 1731804 70CA 250 53996 0 068688 2D CDNMGT 539963DTNC1Q

MOD 11 Funding [redacted]
Cumulative Fun

MOD 12

420001 N5399613RCDNMGT [redacted]
LLA :
AD 1731804 70CA 250 53996 0 068688 2D CDNMGT 539963DTNC2Q

620001 N5399613RCDNMGT [redacted]
LLA :
AD 1731804 70CA 250 53996 0 068688 2D CDNMGT 539963DTNC2Q

MOD 12 Funding [redacted]
Cumulative Fun

MOD 13

410003 N5399613RCDNMGT [redacted]
LLA :
AC 1731804 70CA 250 53996 0 068688 2D CDNMGT 539963DTNC1Q

4150 N5399613RCDNMGT [redacted]
LLA :
AC 1731804 70CA 250 53996 0 068688 2D CDNMGT 539963DTNC1Q

610004 N5399613RCDNMGT [redacted]
LLA :
AC 1731804 70CA 250 53996 0 068688 2D CDNMGT 539963DTNC1Q

MOD 13 Funding [redacted]
Cumulative Fun

MOD 14

420002 N5399613RCDNMGT [redacted]
LLA :
AD 1731804 70CA 250 53996 0 068688 2D CDNMGT 539963DTNC2Q

MOD 14 Funding [redacted]
Cumulative Fun

MOD 15

420003 N5399614RCDNMGT [redacted]
LLA :
AE 1741804 70CA 250 53996 0 068688 2D CDNMGT 539964DTNC1Q

620002 N5399614RCDNMGT [redacted]
LLA :
AE 1741804 70CA 250 53996 0 068688 2D CDNMGT 539964TDNC1Q

MOD 15 Funding [redacted]
Cumulative Fun

MOD 16

430001 N5399614RCDNMGT [redacted]
LLA :

AF 1741804 70CA 250 53996 0 068688 2D CDNMGT 539964DTNC2Q

630001 N5399614RCDNMGT [redacted]
LLA :
AF 1741804 70CA 250 53996 0 068688 2D CDNMGT 539964DTNC2Q

MOD 16 Funding [redacted]
Cumulative Fun

MOD 17

430002 N5399614RCDNMGT [redacted]
LLA :
AF 1741804 70CA 250 53996 0 068688 2D CDNMGT 539964DTNC2Q

MOD 17 Funding [redacted]
Cumulative Fun

MOD 18

430003 N5399615RCDNMGT [redacted]
LLA :
AG 1751804 70CA 250 53996 0 068688 2D CDNMGT 539965FDTNC2Q

630002 N5399615RCDNMGT [redacted]
LLA :
AG 1751804 70CA 250 53996 0 068688 2D CDNMGT 539965FDTNC2Q

MOD 18 Funding [redacted]
Cumulative Fun

MOD 19

740001 N5399615RCDNMGT [redacted]
LLA :
AJ 1751804 70CA 250 53996 0 068688 2D CDNMGT 539965DTNC1Q

940001 N5399615RCDNMGT [redacted]
LLA :
AJ 1751804 70CA 250 53996 0 068688 2D CDNMGT 539965DTNC1Q

MOD 19 Funding [redacted]
Cumulative Fun

MOD 20

740002 N5399615RCDNMGT [redacted]
LLA :
AJ 1751804 70CA 250 53996 0 068688 2D CDNMGT 539965DTNC1Q

MOD 20 Fundin [redacted]
Cumulative Fu

MOD 21

740003 N5399616RCDNMGX [redacted]
LLA :
AN 1761804 70CA 250 00070 M 045924 2D CDNMGX 539966DGIT2Q
FUNDING OF SLIN WAS CHANGED
FROM: AM 1761804 70CA 250 00070 M 068688 2D CDNMGX 539966DTNC2Q [redacted]
TO: AN 1761804 70CA 250 00070 M 045924 2D CDNMGX 539966GDIT2Q [redacted]

940002 N5399616RCDNMGX [redacted]
LLA :
AN 1761804 70CA 250 00070 M 045924 2D CDNMGX 539966DGIT2Q
FUNDING OF SLIN WAS CHANGED:
FROM: AM 1761804 70CA 250 00070 M 068688 2D CDNMGX 539966DTNC2Q [redacted]

TO: AN 1761804 70CA 250 00070 M 045924 2D CDNMGX 539966GDIT2Q [redacted]

MOD 21 Funding [redacted]
Cumulative Fund[redacted]

MOD 22 Funding 0.00
Cumulative Funding [redacted]

MOD 23 Funding 0.00
Cumulative Funding [redacted]

SECTION H SPECIAL CONTRACT REQUIREMENTS

Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the Contracting Officer will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

Task Order Manager (TOM): The (TOM) will be identified by separate letter. The TOM monitors all technical aspects of the contract and assists in contract administration. The TOM is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notify both the Contracting Officer and Contractor of any deficiencies; coordinate availability of Government Furnished Property (GFE); and provide site entry of Contractor personnel. A letter of designation issued to the TOM, a copy of which is sent to the Contractor, states the responsibilities and limitations of the TOM, especially with regard to changes in cost or price, estimates or changes in delivery dates. The TOM is not authorized to change any of the terms and conditions of the resulting order. Note: Task Order Manager (TOM) is synonymous with Contracting Officer's Representative (COR).

PHASE IN /PHASE OUT PERIOD: To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the Contractor shall have personnel on board, during the thirty (30) day phase in/ phase out periods. During the phase in period, the Contractor shall become familiar with performance requirements in order to commence full performance of services on the contract start date.

TECHNICAL DIRECTION (NAVSUP 5252.242-9402) (FEB 1999)

(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the contract shall be given through issuance of Technical Direction Letters (TDLs) by the Contracting Officer's Representative (COR).

(b) Each TDL shall be in writing and shall include, as a minimum, the following information:

(1) Date of TDL;

(2) Contract and TDL number;

(3) Reference to the relevant section or item in the statement of work;

(4) Signature of COR;

(5) A copy shall be sent to the Contracting Officer for review.

(c) Each TDL issued hereunder are subject to the terms and conditions of this contract; and in no event shall technical directions constitute an assignment of new work or changes of such nature as to justify any adjustment to the fixed fee, estimated costs, or delivery terms under the contract. In the event of a conflict between a TDL and this

contract, the contract shall control.

(d) When, in the opinion of the contractor, a technical direction calls for effort outside the contract statement of work, the Contractor shall notify the COR and the Contracting Officer thereof in writing within two (2) working days of having received the technical direction in question. The Contractor shall undertake no performance to comply with the technical direction until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.

(e) Oral technical directions may be given by the COR only in emergency circumstances, and provided that any oral technical direction is reduced to writing by the COR within two (2) working days of its issuance.

(f) Amendment to a TDL shall be in writing and shall include the information set forth in paragraph (b) above. A TDL may be amended orally only by the COR in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communication amending the TDL by a TDL modification.

(g) Any effort undertaken by the Contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the Contractor's risk of not recovering related costs incurred and corresponding proportionate amount of fixed fee, if any.

TECHNICAL DIRECTION LETTERS (TDL)--LIMITATIONS OF COST/FUNDS: (a) In accordance with the FAR Clause 52.232-20, "Limitation of Cost," or 52.232-22 "Limitation of Funds," the Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred under TDLs issued under the resultant contract, except as authorized by the contracting officer.

(b) The cost factors utilized in determining the estimated costs under any TDL placed hereunder shall be the applicable rates current at the time of issuance of the delivery/task order, not to exceed, however, any ceilings established by the terms of this contract.

(c) If at any time [redacted] of either the estimated cost specified in the TDL is reached and it appears that additional funds and/or level of effort is required to complete performance, the Contractor shall promptly notify the Contracting Officer and/or Contracting Officer's Representative (COR) in writing. Such notification shall include the cost and level of effort expended and that, which will be required to complete performance. The Government shall have the right to modify the TDL accordingly.

(d) If the Contractor exceeds the estimated costs authorized by the TDL placed hereunder, the Government will be responsible only for reimbursement of the costs and payment of fee in an amount up to that established by the TDL.

(e) The total amount of all TDLs issued shall not exceed the estimated costs and fixed fee or level of effort set forth in this contract.

ORGANIZATIONAL CONFLICT OF INTEREST

A. Introduction

In accordance with Federal Acquisition Regulations (FAR Part 9.5), both the contractor and the Contracting Officer have an affirmative duty to identify and mitigate actual and potential organizational conflicts of interest. The solicitation and resulting Task Order require the contractor, herein defined, to provide management support, professional consulting services, or other administrative support to the Afloat Training Group, San Diego (activity). The purpose of this "Organizational Conflict of Interest" clause ("OCI Clause" or "clause") is to ensure that the opinions and recommendations provided in this Task Order are inherently reliable and non-biased; and it will also ensure that information received or developed during performance of this Task Order will not be improperly exploited to affect competition or released in contravention of the Trade Secrets Act or the Privacy Act.

B. Definitions

(1) "Contractor" means the firm awarded this contract or Task Order;

(2) "Offeror" means any firm engaged in, or having a known or prospective interest in,

participating as an offeror in response to any solicitation related to or resulting from the procurement. .

(3) "Affiliates" means employees, agents, or officers of the Contractor, its subsidiaries or parent companies, and first tier subcontractors involved in performance of this contract or Task Order.

(4) "Interest" means organizational or financial interest;

(5) "Term of this Task Order" means the period of performance of any Task Order issued with this restriction, including any extensions thereto; and

(6) "Contracting Officer" is the warranted Government official signing this contract or Task Order; he or she will be identified by name and will be signing the contract or task-order provision incorporating this Organizational Conflict of Interest clause.

B. WARRANTY AGAINST EXISTING CONFLICTS OF INTEREST

By submitting a proposal in response to this solicitation, the Offeror warrants that neither it, nor its affiliates, is an interested offeror in any solicitation where access to listed program business sensitive information, budgetary information, or technical documentation may give it an unfair advantage in developing a competitive proposal for that solicitation, or the contractor may be unable or potentially unable to render impartial assistance or advice to the Government, or the Contractor is otherwise not considered objective or impartial.

C. PROSPECTIVE RESTRICTIONS ON CONTRACTING

The Contractor agrees that until such time as the current Task Order is completed, neither it nor its affiliates shall: a) propose in response to any requirements arising out of this Task Order; b) create for themselves an interest in any contract related to or resulting from the current consulting Task Order; or, c) consult or discuss with any potential offeror any aspects of work under the Task Order.

D. RESTRICTIONS ON DISCLOSURE

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

In accordance with FAR 9.505-4, Contractor may access third-party procurement sensitive or trade-secret information after execution of an agreement with the third-party agreeing to protect the information from unauthorized use or disclosure. Contractor shall immediately notify the Contracting Officer if it has been tasked to access such data; and, it shall promptly execute an agreement with any third-party providing that data, prior to reviewing, manipulating or otherwise, accessing such data. Copies of all such agreements shall be forwarded to the Contracting Officer.

If no agreement is reached the Contractor shall cease any further actions resulting in accessing third-party trade-secret information and contact the Contracting Officer for further guidance.

Under no circumstances shall data obtained as a result of this contract be commercially exploited and/or otherwise

released to any party without the express approval of the Contracting Officer.

E. GOVERNMENT REMEDY

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

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

H-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, "Insurance - Work on a Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: $200,000 per person and $500,000 per accident for bodily injury.

(2) Automobile Insurance: $20,000 per person and $500,000 per accident for bodily injury and $20,000 per accident for property damage.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of $100,000.

WD 05-2057 (Rev.-13) was first posted on www.wdol.gov on 06/19/2012

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

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| Wage Determination No.: 2005-2057

Diane C. Koplewski Division of | Revision No.: 13

Director Wage Determinations| Date Of Revision: 06/13/2012

_____|_____

State: California

Area: California Counties of Imperial, San Diego

_____

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE FOOTNOTE RATE

14000 - Information Technology Occupations

14044 - Computer Operator IV [redacted]

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE [redacted]

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than [redacted] (or on a salary or fee basis at a rate not less than [redacted] per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds [redacted] per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination. Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additiona[redacted] of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium o[redacted] of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that

represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of [redacted] per week [redacted] However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at

http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

SECTION I CONTRACT CLAUSES

THE SECTION I CLAUSES INCLUDED IN THE BASIC SEAPORTE CONTRACT APPLY TO THIS ORDER UNLESS NOT APPLICABLE TO A FIRM FIXED PRICE LEVEL OF EFFORT TASK ORDER.

CLAUSES INCORPORATED BY REFERENCE :

52.217-5 EVALUATION OF OPTIONS* JUL 1990

*** FOR EVALUATION PURPOSES ONLY, OFFERORS ARE INSTRUCTED TO COST OUT A SIX-MONTH OPTION AT THE END OF THE POP. THIS COST WILL BE ADDED TO THE TOTAL COST TO DETERMINE THE OVERALL COST OF THE EFFORT FOR EVALUATION PURPOSES ONLY. THE TASK ORDER WILL BE AWARDED AT THE TOTAL COST FOR A ONE-YEAR POP. TO DETERMINE THE COST, PLEASE CONSIDER THE SIX-MONTH OPTION TO HAVE ONE-HALF THE ESTIMATED HOURS DISTRIBUTED EQUALLY OVER ALL LABOR CATEGORIES AND SHALL BE EXCLUSIVE OF MATERIAL AND TRAVEL COSTS.**

52.222-41 SERVICE CONTRACT ACT (1965)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT-PRICE ADJUSTMENT(MULTIPLE YEAR AND OPTION CONTRACTS)(SEP 2009)

52.246-4 INSPECTION OF SERVICES - FIXED PRICE

52.216-1 TYPE OF TASK ORDER: A COST PLUS FIXED FEE, LEVEL OF EFFORT, TASK ORDER IS ANTICIPATED.

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 (INSERT THE PERIOD OF TIME WITHIN WHICH THE CONTRACTING OFFICER MAY EXERCISE THE OPTION).

(END OF CLAUSE)

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

(A) THE GOVERNMENT MAY EXTEND THE TERM OF THIS CONTRACT BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN 30 DAYS PRIOR TO COMPLETION OF THE BASE PERIOD; PROVIDED THAT THE GOVERNMENT GIVES THE CONTRACTOR A PRELIMINARY WRITTEN NOTICE OF ITS INTENT TO EXTEND AT LEAST 60 DAYS BEFORE THE CONTRACT EXPIRES. THE PRELIMINARY NOTICE DOES NOT COMMIT THE GOVERNMENT TO AN EXTENSION.

(B) IF THE GOVERNMENT EXERCISES THIS OPTION, THE EXTENDED CONTRACT SHALL BE CONSIDERED TO INCLUDE THIS OPTION CLAUSE.

(C) THE TOTAL DURATION OF THIS CONTRACT, INCLUDING THE EXERCISE OF ANY

OPTIONS UNDER THIS CLAUSE, SHALL NOT EXCEED FIVE YEARS.

(END OF CLAUSE)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

IN COMPLIANCE WITH THE SERVICE CONTRACT ACT OF 1965, AS AMENDED, AND THE REGULATIONS OF THE SECRETARY OF LABOR (29CFR PART 4), THIS CLAUSE IDENTIFIES THE CLASSES OF SERVICE EMPLOYEES EXPECTED TO BE EMPLOYED UNDER THE CONTRACT AND STATES THE WAGES AND FRINGE BENEFITS PAYABLE TO EACH IF THEY WERE EMPLOYED BY THE CONTRACTING AGENCY SUBJECT TO THE PROVISIONS OF 5 U.S.C. 5341 OR 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

EMPLOYEE CLASS MONETARY WAGE-FRINGE BENEFITS

52.232-22 LIMITATION OF FUNDS (APR 1984)

(A) THE PARTIES ESTIMATE THAT PERFORMANCE OF THIS CONTRACT WILL NOT COST THE GOVERNMENT MORE THAN (1) THE ESTIMATED COST SPECIFIED IN THE SCHEDULE OR, (2) IF THIS IS A COST-SHARING CONTRACT, THE GOVERNMENT'S SHARE OF THE ESTIMATED COST SPECIFIED IN THE SCHEDULE. THE CONTRACTOR AGREES TO USE ITS BEST EFFORTS TO PERFORM THE WORK SPECIFIED IN THE SCHEDULE AND ALL OBLIGATIONS UNDER THIS CONTRACT WITHIN THE ESTIMATED COST, WHICH, IF THIS IS A COST-SHARING CONTRACT, INCLUDES BOTH THE GOVERNMENT'S AND THE CONTRACTOR'S SHARE OF THE COST.

(B) THE SCHEDULE SPECIFIES THE AMOUNT PRESENTLY AVAILABLE FOR PAYMENT BY THE GOVERNMENT AND ALLOTTED TO THIS CONTRACT, THE ITEMS COVERED, THE GOVERNMENT'S SHARE OF THE COST IF THIS IS A COST-SHARING CONTRACT, AND THE PERIOD OF PERFORMANCE IT IS ESTIMATED THE ALLOTTED AMOUNT WILL COVER. THE PARTIES CONTEMPLATE THAT THE GOVERNMENT WILL ALLOT ADDITIONAL FUNDS INCREMENTALLY TO THE CONTRACT UP TO THE FULL ESTIMATED COST TO THE GOVERNMENT SPECIFIED IN THE SCHEDULE, EXCLUSIVE OF ANY FEE. THE CONTRACTOR AGREES TO PERFORM, OR HAVE PERFORMED, WORK ON THE CONTRACT UP TO THE POINT AT WHICH THE TOTAL AMOUNT PAID AND PAYABLE BY THE GOVERNMENT UNDER THE CONTRACT APPROXIMATES BUT DOES NOT EXCEED THE TOTAL AMOUNT ACTUALLY ALLOTTED BY THE GOVERNMENT TO THE CONTRACT.

(C) THE CONTRACTOR SHALL NOTIFY THE CONTRACTING OFFICER IN WRITING WHENEVER IT HAS REASON TO BELIEVE THAT THE COSTS IT EXPECTS TO INCUR UNDER THIS CONTRACT IN THE NEXT 60 DAYS, WHEN ADDED TO ALL COSTS PREVIOUSLY INCURRED, WILL EXCEED 75 PERCENT OF (1) THE TOTAL AMOUNT SO FAR ALLOTTED TO THE CONTRACT BY THE GOVERNMENT OR, (2) IF THIS IS A COST-SHARING CONTRACT, THE AMOUNT THEN ALLOTTED TO THE CONTRACT BY THE GOVERNMENT PLUS THE CONTRACTOR'S CORRESPONDING SHARE. THE NOTICE SHALL STATE THE ESTIMATED AMOUNT OF ADDITIONAL FUNDS REQUIRED TO CONTINUE PERFORMANCE FOR THE PERIOD SPECIFIED IN THE SCHEDULE.

(D) SIXTY DAYS BEFORE THE END OF THE PERIOD SPECIFIED IN THE SCHEDULE, THE CONTRACTOR SHALL NOTIFY THE CONTRACTING OFFICER IN WRITING OF THE ESTIMATED AMOUNT OF ADDITIONAL FUNDS, IF ANY, REQUIRED TO CONTINUE TIMELY PERFORMANCE UNDER THE CONTRACT OR FOR ANY FURTHER PERIOD SPECIFIED IN THE

SCHEDULE OR OTHERWISE AGREED UPON, AND WHEN THE FUNDS WILL BE REQUIRED.

(E) IF, AFTER NOTIFICATION, ADDITIONAL FUNDS ARE NOT ALLOTTED BY THE END OF THE PERIOD SPECIFIED IN THE SCHEDULE OR ANOTHER AGREED-UPON DATE, UPON THE CONTRACTOR'S WRITTEN REQUEST THE CONTRACTING OFFICER WILL TERMINATE THIS CONTRACT ON THAT DATE IN ACCORDANCE WITH THE PROVISIONS OF THE TERMINATION CLAUSE OF THIS CONTRACT. IF THE CONTRACTOR ESTIMATES THAT THE FUNDS AVAILABLE WILL ALLOW IT TO CONTINUE TO DISCHARGE ITS OBLIGATIONS BEYOND THAT DATE, IT MAY SPECIFY A LATER DATE IN ITS REQUEST, AND THE CONTRACTING OFFICER MAY TERMINATE THIS CONTRACT ON THAT LATER DATE.

(F) EXCEPT AS REQUIRED BY OTHER PROVISIONS OF THIS CONTRACT, SPECIFICALLY CITING AND STATED TO BE AN EXCEPTION TO THIS CLAUSE--

(1) THE GOVERNMENT IS NOT OBLIGATED TO REIMBURSE THE CONTRACTOR FOR COSTS INCURRED IN EXCESS OF THE TOTAL AMOUNT ALLOTTED BY THE GOVERNMENT TO THIS CONTRACT; AND

(2) THE CONTRACTOR IS NOT OBLIGATED TO CONTINUE PERFORMANCE UNDER THIS CONTRACT (INCLUDING ACTIONS UNDER THE TERMINATION CLAUSE OF THIS CONTRACT) OR OTHERWISE INCUR COSTS IN EXCESS OF (I) THE AMOUNT THEN ALLOTTED TO THE CONTRACT BY THE GOVERNMENT OR, (II) IF THIS IS A COST-SHARING CONTRACT, THE AMOUNT THEN ALLOTTED BY THE GOVERNMENT TO THE CONTRACT PLUS THE CONTRACTOR'S CORRESPONDING SHARE, UNTIL THE CONTRACTING OFFICER NOTIFIES THE CONTRACTOR IN WRITING THAT THE AMOUNT ALLOTTED BY THE GOVERNMENT HAS BEEN INCREASED AND SPECIFIES AN INCREASED AMOUNT, WHICH SHALL THEN CONSTITUTE THE TOTAL AMOUNT ALLOTTED BY THE GOVERNMENT TO THIS CONTRACT.

(G) THE ESTIMATED COST SHALL BE INCREASED TO THE EXTENT THAT (1) THE AMOUNT ALLOTTED BY THE GOVERNMENT OR, (2) IF THIS IS A COST-SHARING CONTRACT, THE AMOUNT THEN ALLOTTED BY THE GOVERNMENT TO THE CONTRACT PLUS THE CONTRACTOR'S CORRESPONDING SHARE, EXCEEDS THE ESTIMATED COST SPECIFIED IN THE SCHEDULE. IF THIS IS A COST-SHARING CONTRACT, THE INCREASE SHALL BE ALLOCATED IN ACCORDANCE WITH THE FORMULA SPECIFIED IN THE SCHEDULE.

(H) NO NOTICE, COMMUNICATION, OR REPRESENTATION IN ANY FORM OTHER THAN THAT SPECIFIED IN SUBPARAGRAPH (F)(2) ABOVE, OR FROM ANY PERSON OTHER THAN THE CONTRACTING OFFICER, SHALL AFFECT THE AMOUNT ALLOTTED BY THE GOVERNMENT TO THIS CONTRACT. IN THE ABSENCE OF THE SPECIFIED NOTICE, THE GOVERNMENT IS NOT OBLIGATED TO REIMBURSE THE CONTRACTOR FOR ANY COSTS IN EXCESS OF THE TOTAL AMOUNT ALLOTTED BY THE GOVERNMENT TO THIS CONTRACT, WHETHER INCURRED DURING THE COURSE OF THE CONTRACT OR AS A RESULT OF TERMINATION.

(I) WHEN AND TO THE EXTENT THAT THE AMOUNT ALLOTTED BY THE GOVERNMENT TO THE CONTRACT IS INCREASED, ANY COSTS THE CONTRACTOR INCURS BEFORE THE INCREASE THAT ARE IN EXCESS OF (1) THE AMOUNT PREVIOUSLY ALLOTTED BY THE GOVERNMENT OR, (2) IF THIS IS A COST-SHARING CONTRACT, THE AMOUNT PREVIOUSLY ALLOTTED BY THE GOVERNMENT TO THE CONTRACT PLUS THE CONTRACTOR'S CORRESPONDING SHARE, SHALL BE ALLOWABLE TO THE SAME EXTENT AS IF INCURRED AFTERWARD, UNLESS THE CONTRACTING OFFICER ISSUES A TERMINATION OR OTHER NOTICE AND DIRECTS THAT THE INCREASE IS SOLELY TO COVER TERMINATION OR OTHER SPECIFIED EXPENSES.

(J) CHANGE ORDERS SHALL NOT BE CONSIDERED AN AUTHORIZATION TO EXCEED THE AMOUNT ALLOTTED BY THE GOVERNMENT SPECIFIED IN THE SCHEDULE, UNLESS THEY CONTAIN A STATEMENT INCREASING THE AMOUNT ALLOTTED.

(K) NOTHING IN THIS CLAUSE SHALL AFFECT THE RIGHT OF THE GOVERNMENT TO TERMINATE THIS CONTRACT. IF THIS CONTRACT IS TERMINATED, THE GOVERNMENT AND

THE CONTRACTOR SHALL NEGOTIATE AN EQUITABLE DISTRIBUTION OF ALL PROPERTY PRODUCED OR PURCHASED UNDER THE CONTRACT, BASED UPON THE SHARE OF COSTS INCURRED BY EACH.

(L) IF THE GOVERNMENT DOES NOT ALLOT SUFFICIENT FUNDS TO ALLOW COMPLETION OF THE WORK, THE CONTRACTOR IS ENTITLED TO A PERCENTAGE OF THE FEE SPECIFIED IN THE SCHEDULE EQUALLING THE PERCENTAGE OF COMPLETION OF THE WORK CONTEMPLATED BY THIS CONTRACT.

(END OF CLAUSE)

5252.203-9401 NOTIFICATION OF USE OF FORMER/RETIRED MILITARY AND/OR SENIOR EXECUTIVE SERVICE PERSONNEL (DEC 2009)

IF THE CONTRACTOR INTENDS TO USE THE SERVICES OF A FORMER OR RETIRED FLAG OR GENERAL OFFICER, OR FORMER OR RETIRED MEMBER OF THE SENIOR EXECUTIVE SERVICE IN THE PERFORMANCE OF THIS CONTRACT AND/OR ANY TASK ORDER ISSUED UNDER THIS CONTRACT, THE CONTRACTOR SHALL NOTIFY THE CONTRACTING OFFICER OF THE NAME OF SUCH INDIVIDUAL INCLUDING A DESCRIPTION OF THE SERVICES SUCH INDIVIDUAL WILL BE PERFORMING, THE MILITARY BRANCH FROM WHICH THE INDIVIDUAL RETIRED OR SEPARATED, AND THEIR RANK OR SES POSITION AT TIME OF SEPARATION. SUCH NOTIFICATION SHALL BE PROVIDED IN WRITING PRIOR TO PERFORMANCE OF SERVICES UNDER THE CONTRACT AND/OR TASK ORDER BY SUCH INDIVIDUAL.

(END OF CLAUSE)

5252.203-9400 PERSONAL CONFLICTS OF INTEREST (DEC 2009)

(A) DEFINITIONS.

AS USED IN THIS CLAUSE:

***COVERED EMPLOYEE* MEANS AN INDIVIDUAL WHO-**

(1) IS AN EMPLOYEE OF THE CONTRACTOR OR SUBCONTRACTOR, CONSULTANT, A PARTNER OR A SOLE PROPRIETOR, OR ANY OTHER INDIVIDUAL, WHO PERFORMS MENTOR/ADVISOR FUNCTIONS UNDER THE CONTRACT.

***NON-PUBLIC GOVERNMENT INFORMATION* MEANS ANY INFORMATION THAT A COVERED EMPLOYEE GAINS BY REASON OF WORK UNDER THE CONTRACT AND THAT THE COVERED EMPLOYEE KNOWS OR REASONABLY SHOULD KNOW, HAS NOT BEEN MADE PUBLIC. IT INCLUDES, BUT IS NOT LIMITED TO, INFORMATION THAT –**

(1) IS EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT (5 U.S.C. 552) OR OTHERWISE PROTECTED FROM DISCLOSURE BY STATUTE, EXECUTIVE ORDER, OR REGULATION; OR

(2) HAS NOT BEEN DISSEMINATED TO THE GENERAL PUBLIC AND IS NOT AUTHORIZED BY THE AGENCY TO BE MADE AVAILABLE TO THE PUBLIC.

***PERSONAL CONFLICT OF INTEREST* MEANS A SITUATION IN WHICH A COVERED EMPLOYEE HAS A FINANCIAL INTEREST, PERSONAL ACTIVITY, OR RELATIONSHIP THAT COULD IMPAIR THE EMPLOYEE'S ABILITY TO ACT IMPARTIALLY AND IN THE BEST INTEREST OF THE GOVERNMENT WHEN PERFORMING UNDER THE CONTRACT.**

(1) AMONG THE SOURCES OF PERSONAL CONFLICTS OF INTEREST ARE –

(I) FINANCIAL INTERESTS OF THE COVERED EMPLOYEE, OF CLOSE FAMILY MEMBERS, OR

OTHER MEMBERS OF THE HOUSEHOLD;

(II) OTHER EMPLOYMENT OR FINANCIAL RELATIONSHIPS (INCLUDING SEEKING OR NEGOTIATING FOR PROSPECTIVE EMPLOYMENT OR BUSINESS); AND

(III) GIFTS, INCLUDING TRAVEL.

(2) FINANCIAL INTERESTS MAY ARISE FROM-

(I) COMPENSATION, INCLUDING WAGES, SALARIES, COMMISSIONS, PROFESSIONAL FEES, OR FEES FOR BUSINESS REFERRALS;

(II) CONSULTING RELATIONSHIPS (INCLUDING COMMERCIAL AND PROFESSIONAL CONSULTING AND SERVICE ARRANGEMENTS, SCIENTIFIC AND TECHNICAL ADVISORY BOARD MEMBERSHIPS, OR SERVING AS AN EXPERT WITNESS IN LITIGATION);

(III) SERVICES PROVIDED IN EXCHANGE FOR HONORARIUMS OR TRAVEL REIMBURSEMENTS;

(IV) RESEARCH FUNDING OR OTHER FORMS OF RESEARCH SUPPORT;

(V) INVESTMENT IN THE FORM OF STOCK OR BOND OWNERSHIP OR PARTNERSHIP INTEREST (EXCLUDING DIVERSIFIED MUTUAL FUND INVESTMENTS);

(VI) REAL ESTATE INVESTMENTS;

(VII) PATENTS, COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY INTERESTS; OR

(VIII) BUSINESS OWNERSHIP, INVESTMENT INTERESTS OF MEMBERSHIP ON A BOARD OF DIRECTORS.

(B) ***REQUIREMENTS.*** **THE CONTRACTOR SHALL-**

(1) HAVE PROCEDURES IN PLACE TO SCREEN COVERED EMPLOYEES FOR POTENTIAL PERSONAL CONFLICTS OF INTEREST INCLUDING –

(I) OBTAINING AND MAINTAINING A FINANCIAL DISCLOSURE STATEMENT FROM EACH COVERED EMPLOYEE WHEN THE EMPLOYEE IS INITIALLY ASSIGNED TO THE TASK UNDER THE CONTRACT;

(II) ENSURING THAT DISCLOSURE STATEMENTS ARE UPDATED BY THE COVERED EMPLOYEES AT LEAST ON AN ANNUAL BASIS; AND

(III) REQUIRING EACH COVERED EMPLOYEE TO UPDATE THE DISCLOSURE STATEMENT WHENEVER A NEW PERSONNEL CONFLICT OF INTEREST OCCURS.

(2) FOR EACH COVERED EMPLOYEE –

(I) PREVENT PERSONAL CONFLICTS OF INTEREST, INCLUDING NOT ASSIGNING OR ALLOWING A COVERED EMPLOYEE TO PERFORM ANY TASK UNDER THE CONTRACT IF THE CONTRACTOR HAS IDENTIFIED A PERSONAL CONFLICT OF INTEREST FOR THE EMPLOYEE THAT THE CONTRACTOR OR EMPLOYEE CANNOT SATISFACTORILY PREVENT OR MITIGATE IN CONSULTATION WITH THE CONTRACTING AGENCY;

(II) PROHIBIT USE OF NON-PUBLIC GOVERNMENT INFORMATION FOR PERSONAL GAIN; AND

(III) OBTAIN A SIGNED NON-DISCLOSURE AGREEMENT TO PROHIBIT DISCLOSURE OF NON-PUBLIC GOVERNMENT INFORMATION.

(3) INFORM COVERED EMPLOYEES OF THEIR OBLIGATION –

(I) TO DISCLOSE CHANGES IN PERSONAL OR FINANCIAL CIRCUMSTANCES AND PREVENT

PERSONAL CONFLICTS OF INTEREST;

(II) NOT TO USE NON-PUBLIC GOVERNMENT INFORMATION FOR PERSONAL GAIN; AND

(III) TO AVOID EVEN THE APPEARANCE OF PERSONAL CONFLICTS OF INTEREST;

(4) MAINTAIN EFFECTIVE OVERSIGHT TO VERIFY COMPLIANCE WITH PERSONAL-CONFLICT-OF-INTEREST SAFEGUARDS;

(5) TAKE APPROPRIATE DISCIPLINARY ACTION IN THE CASE OF COVERED EMPLOYEES WHO FAIL TO COMPLY WITH POLICIES ESTABLISHED PURSUANT TO THIS SECTION; AND

(6) REPORT TO THE CONTRACTING OFFICER ANY APPARENT PERSONAL CONFLICTS-OF-INTEREST VIOLATION BY A COVERED EMPLOYEE AS SOON AS IDENTIFIED. THIS REPORT SHALL INCLUDE A DESCRIPTION OF THE APPARENT VIOLATION AND THE ACTIONS TAKEN BY THE CONTRACTOR IN RESPONSE TO THE APPARENT VIOLATION. PERSONAL CONFLICT-OF-INTEREST VIOLATIONS INCLUDE –

(I) FAILURE BY A COVERED EMPLOYEE TO DISCLOSE A PERSONAL CONFLICT OF INTEREST; AND

(2) USE BY A COVERED EMPLOYEE OF NON-PUBLIC GOVERNMENT INFORMATION FOR PERSONAL GAIN.

(C) *MITIGATION OR WAIVER*. (1) IN CIRCUMSTANCES WHEN THE CONTRACTOR CANNOT SATISFACTORILY PREVENT A PERSONAL CONFLICT OF INTERST AS REQUIRED BY PARAGRAPH (B)(2)(I) OF THIS CLAUSE, THE CONTRACTOR MAY SUBMIT A REQUEST TO THE CONTRACTING OFFICER TO –

(I) AGREE TO A PLAN TO MITIGATE THE PERSONAL CONFLICT OF INTEREST; OR

(II) WAIVE THE REQUIREMENT.

(2) THE CONTRACTOR SHALL INCLUDE IN THE REQUEST ANY PROPROSED MITIGATION OF THE PERSONAL CONFLICT OF INTEREST.

(3) THE CONTRACTOR SHALL –

(I) COMPLY, AND REQUIRE COMPLIANCE BY THE COVERED EMPLOYEE, WITH ANY CONDITIONS IMPOSED BY THE GOVERNMENT AS NECESSARY TO MITIGATE THE PERSONAL CONFLICT OF INTEREST; OR

(II) REMOVE THE CONTRACTOR EMPLOYEE FROM PERFORMANCE OF THE CONTRACT OR TERMINATE THE APPLICABLE SUBCONTRACT.

(D) *REMEDIES*. IN ADDITION TO OTHER REMEDIES AVAILABLE TO THE GOVERNMENT, THE CONTRACTOR'S FAILURE TO COMPLY WITH THE REQUIREMENTS OF PARAGRAPHS (B), (C)(3), OR (E) OF THIS CLAUSE MAY RENDER THE CONTRACTOR SUBJECT TO –

(1) SUSPENSION OF CONTRACT PAYMENTS;

(2) LOSS OF AWARD FEE, CONSISTENT WITH THE AWARD FEE PLAN, FOR THE PERFORMANCE PERIOD IN WHICH THE GOVERNMENT DETERMINED CONTRACTOR NON-COMPLIANCE;

(3) TERMINATION OF THE CONTRACT FOR DEFAULT OR CAUSE, IN ACCORDANCE WITH THE TERMINATION CLAUSE OF THIS CONTRACT;

(4) DISQUALIFICATION OF THE CONTRACTOR FROM SUBSEQUENT RELATED CONTRACTUAL EFFORTS; OR

(5) SUSPENSION OR DEBARMENT.

(E) *SUBCONTRACT FLOWDOWN*. THE CONTRACTOR SHALL INCLUDE THE SUBSTANCE OF THIS CLAUSE, INCLUDING THIS PARAGRAPH (E), IN SUBCONTRACTS THAT INCLUDE REQUIREMENTS FOR MENTOR/ADVISOR SERVICES.

(END OF CLAUSE)

5252.204-9400 CONTRACTOR ACCESS TO FEDERALLY CONTROLLED FACILITIES AND/OR UNCLASSIFIED SENSITIVE INFORMATION OR UNCLASSIFIED IT SYSTEMS (MAY 2010)

HOMELAND SECURITY PRESIDENTIAL DIRECTIVE (HSPD)-12, REQUIRES GOVERNMENT AGENCIES TO DEVELOP AND IMPLEMENT FEDERAL SECURITY STANDARDS FOR FEDERAL EMPLOYEES AND CONTRACTORS. THE DEPUTY SECRETARY OF DEFENSE DIRECTIVE-TYPE MEMORANDUM (DTM) 08-006 – "DOD IMPLEMENTATION OF HOMELAND SECURITY PRESIDENTIAL DIRECTIVE – 12 (HSPD-12)" DATED NOVEMBER 26, 2008 (OR ITS SUBSEQUENT DOD INSTRUCTION) DIRECTS IMPLEMENTATION OF HSPD-12. THIS CLAUSE IS IN ACCORDANCE WITH HSPD-12 AND ITS IMPLEMENTING DIRECTIVES. THIS CLAUSE APPLIES TO CONTRACTOR EMPLOYEES REQUIRING PHYSICAL ACCESS TO ANY AREA OF A FEDERALLY CONTROLLED BASE, FACILITY OR ACTIVITY AND/OR REQUIRING ACCESS TO A DOD COMPUTER/NETWORK, TO PERFORM CERTAIN UNCLASSIFIED BOTH NON-SENSITIVE AND SENSITIVE DUTIES. IT IS THE RESPONSIBILITY OF THE COMMAND/FACILITY WHERE THE WORK IS PERFORMED TO ENSURE COMPLIANCE.

THE REQUIREMENT TO CONTROL ACCESS TO SENSITIVE INFORMATION APPLIES TO ALL US GOVERNMENT IT SYSTEMS AND/OR AREAS WHERE UNCLASSIFIED BUT SENSITIVE INFORMATION MAY BE DISCUSSED, DISPLAYED OR MAINTAINED. DON POLICY PRESCRIBES THAT ALL UNCLASSIFIED DATA THAT HAS NOT BEEN APPROVED FOR PUBLIC RELEASE AND IS STORED ON MOBILE COMPUTING DEVISES MUST BE TREATED AS SENSITIVE DATA AND ENCRYPTED USING COMMERCIALLY AVAILABLE ENCRYPTION TECHNOLOGY. WHENEVER GRANTED ACCESS TO SENSITIVE INFORMATION, CONTRACTOR EMPLOYEES SHALL FOLLOW APPLICABLE DOD/DON INSTRUCTIONS, REGULATIONS, POLICIES AND PROCEDURES WHEN REVIEWING, PROCESSING, PRODUCING, PROTECTING, DESTROYING AND/OR STORING THAT INFORMATION. OPERATIONAL SECURITY (OPSEC) PROCEDURES AND PRACTICES MUST BE IMPLEMENTED BY BOTH THE CONTRACTOR AND CONTRACT EMPLOYEE TO PROTECT THE PRODUCT, INFORMATION, SERVICES, OPERATIONS AND MISSIONS RELATED TO THE CONTRACT. THE CONTRACTOR SHALL DESIGNATE AN EMPLOYEE TO SERVE AS THE CONTRACTOR'S SECURITY REPRESENTATIVE. WITHIN THREE WORK DAYS AFTER CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE TO THE NAVY COMMAND'S SECURITY MANAGER AND THE CONTRACTING OFFICER, IN WRITING, THE NAME, TITLE, ADDRESS AND PHONE NUMBER FOR THE CONTRACTOR'S SECURITY REPRESENTATIVE. THE CONTRACTOR'S SECURITY REPRESENTATIVE SHALL BE THE PRIMARY POINT OF CONTACT ON ANY SECURITY MATTER. THE CONTRACTOR'S SECURITY REPRESENTATIVE SHALL NOT BE REPLACED OR REMOVED WITHOUT PRIOR NOTICE TO THE CONTRACTING OFFICER.

NON-SENSITIVE POSITIONS

CONTRACTOR EMPLOYEE WHOSE WORK IS UNCLASSIFIED AND NON-SENSITIVE (E.G., PERFORMING CERTAIN DUTIES SUCH AS LAWN MAINTENANCE, VENDOR SERVICES, ETC ...) AND WHO REQUIRE PHYSICAL ACCESS TO PUBLICLY ACCESSIBLE AREAS TO PERFORM THOSE DUTIES SHALL MEET THE FOLLOWING MINIMUM REQUIREMENTS:

MUST BE EITHER A US CITIZEN OR A US PERMANENT RESIDENT WITH A MINIMUM OF 3 YEARS LEGAL RESIDENCY IN THE US (AS REQUIRED BY THE DEPUTY SECRETARY OF DEFENSE DTM 08-006 OR ITS SUBSEQUENT DOD INSTRUCTION) AND

MUST HAVE A FAVORABLY COMPLETED NATIONAL AGENCY CHECK WITH WRITTEN INQUIRIES (NACI) INCLUDING A FEDERAL BUREAU OF INVESTIGATION (FBI) FINGERPRINT

CHECK PRIOR TO INSTALLATION ACCESS.

TO BE CONSIDERED FOR A FAVORABLE TRUSTWORTHINESS DETERMINATION, THE CONTRACTOR'S SECURITY REPRESENTATIVE MUST SUBMIT FOR ALL EMPLOYEES EACH OF THE FOLLOWING:

SF-85 QUESTIONNAIRE FOR NON-SENSITIVE POSITIONS

TWO FD-258 APPLICANT FINGERPRINT CARDS

ORIGINAL SIGNED RELEASE STATEMENTS

THE CONTRACTOR SHALL ENSURE EACH INDIVIDUAL EMPLOYEE HAS A CURRENT FAVORABLY COMPLETED NACI.

THE CONTRACTOR'S SECURITY REPRESENTATIVE SHALL BE RESPONSIBLE FOR INITIATING REINVESTIGATIONS AS REQUIRED. FAILURE TO PROVIDE THE REQUIRED DOCUMENTATION AT LEAST 30 DAYS PRIOR TO THE INDIVIDUAL'S START DATE SHALL RESULT IN DELAYING THE INDIVIDUAL'S START DATE.

SENSITIVE POSITIONS

CONTRACTOR EMPLOYEE WHOSE DUTIES REQUIRE ACCESSING A DOD UNCLASSIFIED COMPUTER/NETWORK, WORKING WITH SENSITIVE UNCLASSIFIED INFORMATION (EITHER AT A GOVERNMENT OR CONTRACTOR FACILITY), OR PHYSICAL ACCESS TO A DOD FACILITY MUST BE A US CITIZEN AND POSSESS A FAVORABLE TRUSTWORTHINESS DETERMINATION PRIOR TO INSTALLATION ACCESS. TO OBTAIN A FAVORABLE TRUSTWORTHINESS DETERMINATION, EACH CONTRACTOR EMPLOYEE MUST HAVE A FAVORABLY COMPLETED NATIONAL AGENCY CHECK WITH LOCAL CREDIT CHECKS (NACLC) WHICH CONSISTS OF A NACI INCLUDING A FBI FINGERPRINT CHECK PLUS CREDIT AND LAW ENFORCEMENT CHECKS. EACH CONTRACTOR EMPLOYEE APPLYING FOR A TRUSTWORTHINESS DETERMINATION IS REQUIRED TO COMPLETE:

SF-85P QUESTIONNAIRE FOR PUBLIC TRUST POSITIONS

TWO FD-258 APPLICANT FINGERPRINT CARDS

ORIGINAL SIGNED RELEASE STATEMENTS

FAILURE TO PROVIDE THE REQUIRED DOCUMENTATION AT LEAST 30 DAYS PRIOR TO THE INDIVIDUAL'S START DATE SHALL RESULT IN DELAYING THE INDIVIDUAL'S START DATE. TO MAINTAIN CONTINUING AUTHORIZATION FOR AN EMPLOYEE TO ACCESS A DOD UNCLASSIFIED COMPUTER/NETWORK, AND/OR HAVE ACCESS TO SENSITIVE UNCLASSIFIED INFORMATION, THE CONTRACTOR SHALL ENSURE THAT THE INDIVIDUAL EMPLOYEE HAS A CURRENT REQUISITE BACKGROUND INVESTIGATION. THE CONTRACTOR'S SECURITY REPRESENTATIVE SHALL BE RESPONSIBLE FOR INITIATING REINVESTIGATIONS AS REQUIRED AND ENSURING THAT BACKGROUND INVESTIGATIONS REMAIN CURRENT (NOT OLDER THAN 10 YEARS) THROUGHOUT THE CONTRACT PERFORMANCE PERIOD.

IT SYSTEMS ACCESS

WHEN ACCESS TO IT SYSTEMS IS REQUIRED FOR PERFORMANCE OF THE CONTRACTOR EMPLOYEE'S DUTIES, SUCH EMPLOYEES SHALL IN-PROCESS WITH THE NAVY COMMAND'S SECURITY MANAGER AND INFORMATION ASSURANCE MANAGER UPON ARRIVAL TO THE NAVY COMMAND AND SHALL OUT-PROCESS PRIOR TO THEIR DEPARTURE AT THE COMPLETION OF THE INDIVIDUAL'S PERFORMANCE UNDER THE CONTRACT. COMPLETION AND APPROVAL OF A SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) FORM IS REQUIRED FOR ALL INDIVIDUALS ACCESSING NAVY INFORMATION TECHNOLOGY RESOURCES. THE SAAR-N SHALL BE FORWARDED TO THE NAVY COMMAND'S SECURITY MANAGER AT LEAST 30 DAYS PRIOR TO THE INDIVIDUAL'S START DATE. FAILURE TO

PROVIDE THE REQUIRED DOCUMENTATION AT LEAST 30 DAYS PRIOR TO THE INDIVIDUAL'S START DATE SHALL RESULT IN DELAYING THE INDIVIDUAL'S START DATE.

WHEN REQUIRED TO MAINTAIN ACCESS TO REQUIRED IT SYSTEMS OR NETWORKS, THE CONTRACTOR SHALL ENSURE THAT ALL EMPLOYEES REQUIRING ACCESS COMPLETE ANNUAL INFORMATION ASSURANCE (IA) TRAINING, AND MAINTAIN A CURRENT REQUISITE BACKGROUND INVESTIGATION. THE CONTRACTOR'S SECURITY REPRESENTATIVE SHALL CONTACT THE COMMAND SECURITY MANAGER FOR GUIDANCE WHEN REINVESTIGATIONS ARE REQUIRED.

SECURITY APPROVAL PROCESS

THE CONTRACTOR'S SECURITY REPRESENTATIVE SHALL ENSURE THAT EACH INDIVIDUAL EMPLOYEE PENDING ASSIGNMENT SHALL ACCURATELY COMPLETE THE REQUIRED FORMS FOR SUBMISSION TO THE NAVY COMMAND'S SECURITY MANAGER. THE CONTRACTOR'S SECURITY REPRESENTATIVE SHALL SCREEN THE INVESTIGATIVE QUESTIONNAIRES FOR COMPLETENESS AND ACCURACY AND FOR POTENTIAL SUITABILITY/SECURITY ISSUES PRIOR TO SUBMITTING THE REQUEST TO THE NAVY COMMAND'S SECURITY MANAGER. FORMS AND FINGERPRINT CARDS MAY BE OBTAINED FROM THE NAVY COMMAND'S SECURITY MANAGER. THESE REQUIRED ITEMS, SHALL BE FORWARDED TO THE NAVY COMMAND'S SECURITY MANAGER FOR PROCESSING AT LEAST 30 DAYS PRIOR TO THE INDIVIDUAL EMPLOYEE'S ANTICIPATED DATE FOR REPORTING FOR DUTY. THE NAVY COMMAND'S SECURITY MANAGER WILL REVIEW THE SUBMITTED DOCUMENTATION FOR COMPLETENESS PRIOR TO SUBMITTING IT TO THE OFFICE OF PERSONNEL MANAGEMENT (OPM). SUITABILITY/SECURITY ISSUES IDENTIFIED BY THE NAVY COMMAND'S SECURITY MANAGER MAY RENDER THE CONTRACT EMPLOYEE INELIGIBLE FOR THE ASSIGNMENT. A FAVORABLE REVIEW OF THE QUESTIONNAIRE AND ADVANCE FINGERPRINT RESULTS ARE REQUIRED AS AN INTERIM MEASURE PRIOR TO THE CONTRACT EMPLOYEE START DATE. AN UNFAVORABLE DETERMINATION MADE BY THE NAVY COMMAND'S SECURITY MANAGER IS FINAL AND SUCH A DETERMINATION DOES NOT RELIEVE THE CONTRACTOR FROM MEETING ANY CONTRACTUAL OBLIGATION UNDER THE CONTRACT.

IF CONTRACTOR EMPLOYEES ALREADY POSSESS A CURRENT FAVORABLY ADJUDICATED INVESTIGATION, THE NAVY COMMAND'S SECURITY MANAGER WILL USE THE VISIT AUTHORIZATION REQUEST (VAR) VIA THE JOINT PERSONNEL ADJUDICATION SYSTEM (JPAS). THE CONTRACTOR SHALL INCLUDE THE IT POSITION CATEGORY PER SECNAV M-5510.30 FOR EACH EMPLOYEE DESIGNATED ON A VAR. THE VAR REQUIRES ANNUAL RENEWAL FOR THE DURATION OF THE EMPLOYEE'S PERFORMANCE UNDER THE CONTRACT.

THE NAVY COMMAND'S SECURITY MANAGER WILL FORWARD THE REQUIRED FORMS TO OPM FOR PROCESSING. ONCE THE INVESTIGATION IS COMPLETE, THE RESULTS WILL BE FORWARDED BY OPM TO THE DON CENTRAL ADJUDICATION FACILITY (CAF) FOR A POSITION OF TRUST DETERMINATION. WHEN A FAVORABLE DETERMINATION IS NOT MADE, CONTRACTOR EMPLOYEES SHALL NOT BE PERMITTED TO WORK ON THIS CONTRACT EFFORT AND IF ALREADY WORKING ON THE CONTRACT SHALL BE REMOVED IMMEDIATELY.

THE POTENTIAL CONSEQUENCES OF ANY REQUIREMENTS UNDER THIS CLAUSE INCLUDING DENIAL OF ACCESS FOR A PROPOSED CONTRACTOR EMPLOYEE WHO FAILS TO OBTAIN A FAVORABLE TRUSTWORTHINESS DETERMINATION IN NO WAY RELIEVES THE CONTRACTOR FROM THE REQUIREMENT TO EXECUTE PERFORMANCE UNDER THE CONTRACT WITHIN THE TIMEFRAMES SPECIFIED IN THE CONTRACT. CONTRACTORS SHALL PLAN AHEAD IN PROCESSING THEIR EMPLOYEES AND SUBCONTRACTOR EMPLOYEES FOR WORKING IN NON-SENSITIVE POSITIONS, WITH SENSITIVE INFORMATION, AND/OR ON GOVERNMENT IT SYSTEMS. THE CONTRACTOR SHALL INSERT

THIS CLAUSE IN ALL SUBCONTRACTS WHEN THE SUBCONTRACTOR IS PERMITTED TO HAVE PHYSICAL ACCESS TO A FEDERALLY CONTROLLED FACILITY AND/OR ACCESS TO A FEDERALLY-CONTROLLED INFORMATION SYSTEM/NETWORK AND/OR ACCESS TO GOVERNMENT INFORMATION.

SECTION J LIST OF ATTACHMENTS

TE1_ADP_Equip_List

TE2_ADP_Applications_Supported

TE3_ADP_Performance_Standards

TE4_ADP_Workload

TE5_ADP_CDRLs

TE6_ADP_Meetings and Telecons

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TE9a_ADP_TTGP_S_NETWORK_DIAGRAM

TE9b_ADP_TTGP_U_NETWORK_DIAGRAM

TE9c_ADP_Distributed_Training_Schedule

TE9d1_ADP_HelpDeskReport

TE9d2_ADP_BackupReport

TE9d3_ADP_Trip_Report

TE9d4_ADP_LogisticsReport

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TE9d6_ADP_Monthly_Report

TE9d7_ADP_Monthly_Technical_Summary

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TE11_ADP_Past_Performance_Questionaire

TE12_ADP_QASP

TE13_WD_05_2057 (Rev.-13)

TE14_WD_05_2057 (Rev.-14)