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| 2. AMENDMENT/MODIFICATION NO. 09 | 3. EFFECTIVE DATE 06-Feb-2015 | 4. REQUISITION/PURCHASE REQ. NO. 1300429414 (and Amendment 0001) | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY NAVSUP FLC San Diego, Code 200 3985 Cummings Road San Diego CA 92136-4200 [REDACTED] | CODE N00244 | 7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299 | CODE S2101A |

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| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) International Business Machines Corporation dba IBM 6710 Rockledge Drive Bethesda MD 20817-1826 | [X] | 9A. AMENDMENT OF SOLICITATION NO. |
| | | 9B. DATED (SEE ITEM 11) |
| | | 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4364-NW02 |
| | | 10B. DATED (SEE ITEM 13) 22-Sep-2011 |
| CAGE CODE 3BXY7 | FACILITY CODE | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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| (*) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). 43.103(b) |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input type="checkbox"/> | D. OTHER (Specify type of modification and authority) |

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

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

| | |
|---|--|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) |
| | [REDACTED] |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED |
| (Signature of person authorized to sign) | |
| | 16B. UNITED STATES OF AMERICA |
| | BY [REDACTED] |
| | (Signature of Contracting Officer) |
| | 16C. DATE SIGNED 06-Feb-2015 |

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GENERAL INFORMATION

Distribution: [REDACTED]

FLC-SD Code 220 Contract Negotiator: B [REDACTED]

Requisition Number: ERP 1300429414 (and Amendment 0001)

Authority: FAR 43.103(b), Administrative Changes
Modification Type: Unilateral

Modification 09: The purpose of this unilateral modification is to incorporate Enterprise-Wide Contractor Manpower Reporting Application (ECMRA) language required to be included in all contracts and tasks and delivery orders which include services in accordance with NMCARS 5237.102(90).

SECTION C

The following language is incorporated into Section C, PWS:

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

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

[REDACTED]

[REDACTED]

All other Task Order terms and conditions remain the same.

The conformed Task order is contained in EDA and the Seaport-E portal. A conformed copy of this Task order is attached to this modification for informational purposes only.

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[REDACTED]

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

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

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

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

N00244B016 PAYMENT OF FIXED FEE – CPFF CONTRACT (MAY 1993) (FLCSD)

(a) The fixed fee specified herein, subject to any adjustment required by other provisions of this contract and subject to the provision for withholding of 15 percent of the fee as set forth in the clause entitled "Fixed Fee", will be paid in installments to be paid at the time of each provisional payment on account of the allowable cost. The amount of each such payment of fee is to be in the same ratio to the total fixed fee as the related provisional payment on account of allowable cost is to the estimated cost of the contract/delivery order. The balance of the fixed fee shall be payment in accordance with other clauses of this contract.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Commander, NAVSUP Global Logistics Support (GLS) Performance Work Statement (PWS)

1.0 INTRODUCTION

NAVSUP GLS requires contractor support for Navy supply logistics support, diagnostic services, strategic planning processes, organizational design, metrics development, maturation of current transformation initiatives, program management, and customer support efforts for various Navy material support initiatives including the One Touch Support System (OTS). These services are executed by the contractor through deliverable products that assist NAVSUP GLS in providing unique skills and competencies in three core service areas – Global Logistics Support, Weapons Systems Support, and Sailor and Family Support. Contractor efforts will include the review of business processes, organizational structures, and ongoing efficiencies with an understanding of all Navy unique systems, applications, and products as well as common business solutions. This support will be required at NAVSUP GLS headquarters and subordinate commands across CONUS and OCONUS.

2.0 BACKGROUND

2.1 NAVSUP GLS Management Support

2.1.1. NAVSUP GLS is responsible for directing the waterfront support segment of the Naval Supply Systems Command (NAVSUP) strategic plan, overseeing field operations, allocating resources, assigning supply system program management responsibilities, managing performance, and facilitating best business practices and efficiencies across the seven Fleet Logistics Centers (FLCs) located in San Diego, California; Norfolk, Virginia; Jacksonville, Florida; Yokosuka, Japan; Pearl Harbor, Hawaii; Bremerton, (Puget Sound), Washington; and Sigonella, Italy.

2.1.2. The FLCs provide logistics, business and support services to Fleet, shore and industrial commands of the Navy, other military services, Coast Guard and Joint and Allied Forces. The supply centers deliver combat capability through logistics by teaming with regional partners and customers to provide material management, contracting, transportation and consolidated mail services, technical customer support, defense fuel products, worldwide movement of personal property, and other logistics services.

2.1.3. NAVSUP GLS is also responsible for optimizing the performance of base supply functions such as hazardous material management, contracting, regional transportation, and retail supply; and standardizing levels of service across 12 regions and 110 Navy installations worldwide.

2.1.4. NAVSUP GLS comprises more than 7,000 military and civilian logistics professionals, operating as a single cohesive team, and providing worldwide logistics services from more than 100 locations across 14 time zones. A component of the Naval Supply Systems Command, headquartered in Mechanicsburg, Pa., NAVSUP GLS is part of a worldwide logistics network of more than 24,000 military and civilian personnel supporting Navy and DoD requirements.

2.2 NAVSUP GLS Fleet Program Support

2.2.1 NAVSUP has tasked NAVSUP GLS with program management and customer support efforts for various material support initiatives. NAVSUP GLS is responsible for various Navy material support integration and customer support initiatives. The One Touch Support (OTS) system provides customer support process efficiencies for the Global Distance Support Center and the Logistics Support Centers and provides customer direct access to other logistics and customer support systems. OTS is a web-based system that provides the Fleet with a single point of entry to access multiple DoD and navy supply systems, perform system functions and access supply system and other logistics information. In support of its customer support responsibilities, NAVSUP GLS requires technical support services that provide expertise in logistics process and system efficiencies in the design, architecture, development techniques, interfaces, logistics and supply functional requirements, operations research, software development, installation, integration, testing and logistics systems for both fleet and shore applications.

3.0 SCOPE

3.1 NAVSUP GLS Management Support Services

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The NAVSUP ERP Business Office has been established to manage the implementation and sustainment of business processes throughout the NAVSUP enterprise. The Navy ERP Business Office has identified specific functional areas that require subject matter expertise in the principles, processes, methodologies, along with the practical application, and expert working knowledge of SAP, commercial best practices, and specific NAVSUP GLS business processes for successful ERP sustainment and process improvement. In support of these processes, the contractor shall provide Navy ERP Support; Communications Support; Training Support; Metrics Support; Products and Services Program Management Support; and Financial Management Support.

3.2 NAVSUP GLS Fleet Program Support

The contractor shall provide program and technical support for the One Touch Support (OTS) system as managed, sustained and enhanced by the OTS Program Office and Program Manager at NAVSUP GLS in San Diego, CA and the Project manager and development team at NAVSISA in Mechanicsburg, PA. In support of these processes, the contractor shall provide Logistics and Customer Support Legacy and Web Systems Technical Support; Program Management, Design and Technical Support; Software Maintenance, Support and Evaluation; prototypes and Demonstrations Support; OTS Technical Management Support; OTS Software Development Support; Logistics Integration Support; and Application Testing and Accreditation Support.

4.0 REQUIREMENTS

Note: Specific performance standards for each PWS section as it relates to the following critical performance areas are defined in the Quality Assurance Surveillance Plan (QASP): schedule performance, on-time CDRL completion, attendance at communication events, document control, software product development control, applications software documentation support control and production related problem analysis support control.

4.1 NAVSUP GLS Management Support Services

4.1.1 Navy ERP Support

4.1.1.1. The contractor shall develop Navy ERP templates using contractor-developed formats that will be approved by the Government. Upon Government approval, the contractor shall fully implement, migrate and update Navy ERP templates.

Deliverable 4.1.1.1.1: The contractor shall deliver ERP templates in accordance with CDRL 0001.

4.1.1.2. The contractor shall review and provide recommendations on how to improve current and planned ERP implementation procedures.

4.1.1.3. The contractor shall participate in ERP planning meetings, strategy sessions and technical refresh sessions.

Deliverable 4.1.1.3: The contractor shall deliver meeting minutes in accordance with CDRL 0002.

4.1.1.4. The contractor shall provide recommendations on strategic planning and analysis required to accomplish ERP program milestones and goals.

4.1.1.5. The contractor shall develop ERP program schedules and plans.

4.1.1.6. The contractor shall prepare briefing materials, issue papers, point papers and ad hoc reports on the implementation and maintenance of Navy ERP.

4.1.1.7 The contractor shall integrate and support CNO Intelligent Workbook (IW) and Inherently Governmental and Commercial Activities (IGCA) requirements with ERP. The contractor shall train new users to complete the requirements, analyze data for inaccuracies and package the final product for submission to NAVSUP HQ.

Deliverable 4.1.1.7: The contractor shall deliver final product packages in accordance with CDRL 0003.

4.1.2 Communications Support

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4.1.2.1. The contractor shall coordinate and provide briefing slides at town hall meetings, show & tells, workshops and department focused team meetings.

4.1.2.2. The contractor shall develop a wide assortment of communications material such as site publications, newsletters, articles, webinars, briefs, seminars, conferences, town hall meetings hand-outs, web postings, bulletin boards, posters, brochures and email literature.

4.1.2.3. The contractor shall develop, implement and gauge multiple methods for receiving feedback including initiating outreach methods, soliciting end-user initiated feedback, developing interval-driven feedback, developing post-event driven feedback and other commercial best practice methods.

Deliverable 4.1.2.3: The contractor shall deliver feedback results in accordance with CDRL 0004.

4.1.2.4. The contractor shall retain all briefing material and presentations (hard copy and various media) for reference. All briefing and documentation materials utilized for presentation purposes shall become the property of the Government.

4.1.2.5. The contractor shall prepare responses to Congressional inquiries, Navy, DoD and other government agency questions or requests for information and submit to Government Program Manager (GPM) for approval and disseminate.

4.1.2.6. The contractor shall attend meetings to assist Government representatives with ongoing NAVSUP GLS project. In order to address issues, contribute information, or provide input at meetings, the contractor shall remain current on all issues affecting NAVSUP GLS' mission, including higher-level command issues and Product and Services support capabilities.

Deliverable 4.1.2.6: The contractor shall deliver meeting minutes in accordance with CDRL 0005.

4.1.3 Training Support

4.1.3.1. The contractor shall implement various training methodologies as directed by the GPM, to train ERP users. The contractor shall conduct classroom training seminars to train new ERP users. The contractor shall develop web-based content to implement web-based training. The contractor shall also be responsible for coordinating multi-site training. The contractor shall ensure that all training solutions, whether classroom or on-line, are cross functional and can be applied throughout the NAVSUP GLS organization.

4.1.3.2. The contractor shall provide updates/disseminate information to ERP end users when it becomes available and select the appropriate training method/optimum training size using scheduling analytical tool sets.

4.1.3.3. The contractor shall evaluate Navy ERP training materials, if made available by the Government during the design and development stages, and provide feedback and recommendations to the GPM.

Deliverable 4.1.3.3: The contractor shall deliver evaluations of Navy ERP training materials in accordance with CDRL 0006.

4.1.3.4. The contractor shall perform gap analysis between the training support/products to be provided by Navy ERP and those needed by NAVSUP GLS. The contractor shall then assess and resolve the gaps in standard training material, update training materials, resolve issues and test the new release items. The training gap solutions may include leveraged business process team materials, webinars, workshops, Frequently Asked Questions (FAQs) publications, instructor guides and other commercial best practice training gap solutions.

4.1.3.5. The contractor shall review and analyze training materials and make recommendations on potential issues in advance of scheduled training activities.

4.1.3.6. The contractor shall trouble-shoot and resolve training and information deficiencies in the ERP system.

4.1.3.7. The contractor shall train local site trainers in SAP functional areas related to the respective trainees' area of expertise.

4.1.3.8. The contractor shall participate with Government representatives in meetings, video teleconferences

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(VTCs) and on-line collaborative work areas whose participants may include trainers, business process experts and help desk personnel.

4.1.4 Metrics Support

The contractor shall develop a Business Intelligence (BI) capability for NAVSUP GLS that provides computer-based techniques used in identifying, extracting, and analyzing business data through the subtaskings identified below:

4.1.4.1. The contractor shall define metrics for providers and customers that can efficiently measure performance before, during and after transformation.

4.1.4.2. The contractor shall collect, analyze, integrate, display and report performance measures.
Deliverable 4.1.4.2: The contractor shall deliver the outcome of metrics program initiatives in accordance with CDRL 0007.

4.1.4.3. The contractor shall develop recommendations based on metrics data.

4.1.4.4. The contractor shall develop recommendations for NAVSUP GLS and subordinate activities as the result of the BI analysis.

4.1.4.5. The contractor shall perform data downloads from automated databases utilizing various data extraction tools.

4.1.4.6. The contractor, at the request or direction of the GPM, shall coordinate and participate in meetings, either off-site or in-house, and provide recommendations for the agendas, presentations, and other logistics support issues.

4.1.5. Products and Services Program Management Support

Contractor personnel shall support ongoing missions of Global Logistics Support, Weapons Systems Support and Sailor and Family Support as well as support for transformation issues, partnerships, and other emergent efforts. The NAVSUP GLS Products and Services currently include Contracting Services, FMS Case Management Services, Bulk POL Support/Fuel Services, Administrative Services, Financial Management, Command Support, Infrastructure, Household Goods Services, Hazardous Material Management Services, Integrated Logistics Services, Global Logistics Services, Material Management Services, Postal Services, Plant and Minor Property Program Management, Quality of Life Program Support, NWCFC Supply Chain Management, Regional Transportation Services, and Warehousing Services. These services shall include support for all operating locations for ongoing projects, process re-engineering efforts, and financial management oversight functions through the subtaskings identified below:

4.1.5.1. The contractor shall Prepare Business Case Analyses (BCA) and supply site surveys in coordination with the applicable agencies and contractors. In conjunction with government employees, the contractor shall conduct extensive business and process surveys of sites operating within NAVSUP GLS' operating locations and recommend process changes and new business opportunities via detailed BCAs.
Deliverable 4.1.5.1: The contractor shall prepare detailed trip reports for all site visits in accordance with CDRL 0008.

4.1.5.2. The contractor shall develop requirements listings and collect various site workload, personnel, facility, equipment and other data. The contractor shall analyze collected data to determine the optimum resource requirements for specific processes using models, cycle time and other assorted tools. The processes instituted by the contractor shall identify and implement efficiencies, improve global logistics network, aid in the delivery of the Single Supply Solution (ERP Release 1.1), or enhance the essential quality of life for NAVSUP GLS' customers or people.

4.1.5.3. The contractor shall analyze current business processes and provide estimated man-hours to perform supply functions.

4.1.5.4. The contractor shall analyze workload data, calculate work process cycle times, develop quantitative and qualitative process metrics, conduct root cause analysis, redesign and optimize critical business processes, develop an IT strategy to support business process changes, develop plans for managing agreed to change

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among all stakeholders and make recommendations for process/re-engineering changes including the consolidation of existing operations and contracts.

Deliverables 4.1.5.2 -- 4.1.5.4. The contractor shall deliver the following deliverables in accordance with CDRL 0009: Site Surveys and Analysis Reports; Business Case Analyses Reports; Plans of Action and Milestones; Process Flow Charts; Memorandums of Agreement; Extraordinary Event Reports; Meeting Minutes or Notes; Monthly Financial/Action Item Status Reports; Detailed Excel Spreadsheets; and PowerPoint Presentations.

4.1.5.5. The contractor shall develop new and review existing Memorandums of Agreement (MOA) and Memorandums of Understanding (MOU) as well as Inter-service Support Agreements (ISA) in support of existing and new emergent partners.

Deliverable 4.1.5.6: The contractor shall deliver MOA, MOU or ISA reports in accordance with CDRL 0010.

4.1.5.6. The contractor shall integrate disparate systems in a manner that maximizes automation and efficiency. A few of the current systems include NERP, DCPDS, DCPS, TFMMS, TWMS, WebOTF, OTS, UADPS, DSS, PPTAS, DPAS, SYNCADA Powertrack, and other relevant DoD and Commercial systems.

4.1.6 Financial Management Support

The contractor shall provide Financial Management support to the NAVSUP GLS Enterprise. The support shall enable the NAVSUP GLS Comptroller to effectively execute the deployment of financial business processes across all business areas.

4.1.6.1. The contractor shall review financial management processes and business rules and develop and update resource-planning data to ensure an accurate basis for financial decisions.

4.1.6.2. The contractor shall conduct cost benefit analyses on program support issues.

4.1.6.3. The contractor shall develop financial inputs for assigned Plans of Actions and Milestones.

4.1.6.4. The contractor shall develop supporting information to justify financial program requirements.

4.1.6.5. The contractor shall analyze financial information in program planning documents and processes based on the context of a data query and provide recommendations.

4.1.6.6. The contractor shall conduct financial analysis and financial risk analysis identifying and evaluating financial risks. The contractor shall then recommend management techniques to mitigate the risk exposure including inputs to the budget and related exhibits.

4.1.6.7. The contractor shall prepare and provide recommendations to justify and defend budgets during all required annual and periodic budget submissions.

4.1.6.8. The contractor shall draft/review/prepare supporting information and provide recommendations for financial presentations for all levels of management.

4.1.6.9. The contractor shall troubleshoot and resolve problem disbursements resulting from data disconnects in financial systems.

4.1.6.10. The contractor shall conduct business case analyses on financial operations and provide recommendations and initiatives for improvement to reduce overall costs.

4.1.6.11. The contractor shall process internal and external requests for financial and program information.

Deliverables 4.1.6.1 -- 4.1.6.11. The contractor shall deliver financial related reports in accordance with CDRL 0011.

4.1.7 Workforce Management Support

4.1.7.1. The contractor shall provide technical guidance on matters concerning updates and analysis of the CNO Intelligent Workbook (IW) and Inherently Governmental Commercial Activities (IGCA) across all NAVSUP GLS activities.

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4.1.7.1.1 The contractor shall provide training sessions on a quarterly basis to new users to complete the requirements. The training shall include ad hoc telephone support and formal VTC sessions.

4.1.7.1.2 The contractor shall conduct monthly Quality Assurance checks involving an in-depth analysis using MSEXCEL and MSACCESS (expert level capabilities) to identify errors, inconsistencies and mis-matches between IW/IGCA with personnel systems of record.

4.1.7.1.3. The contractor shall package the final products for submission to NAVSUP HQ, Code 03 in required formats.

4.1.7.1.4. The contractor shall validate the Comptroller's Fiscal Year Business Plan four times annually and correct errors when discovered.

4.1.7.1.5. The contractor shall perform a once annual verification of IW, AMD and TFMMS BIN record sets with Business Plan templates before the Business Plan template is furnished to the FLC Code 300 Business Offices in advance of the new Fiscal Year.

Deliverables 4.1.7.1: The contractor shall provide twice annual IGCA and IW updates to NAVSUP in accordance with CDRL 0012.

4.1.7.2. At the direction of the GPM, the contractor shall prepare and recommend a timely reorganization package compliant with Government issued specifications and timeframes for the NAVSUP ERP Business Office (EBO).

4.1.7.2.1. The contractor shall prepare, monitor and track completion of the annual ERP Organizational change process.

4.1.7.2.2. The contractor shall conduct a Quality Control check of the material coming into NAVSUP GLS from the FLCs, correct errors or ensure that FLCs correct errors and schedule the approval board and package for submission to NAVSUP.

4.1.7.2.3. Once submitted, the contractor shall update the POA&M, execute the tasks associated with the reorganization requests within ERP and coordinate completion and tracking of these tasks with the NAVSUP EBO.

Deliverables 4.1.7.2: The contractor shall submit ERP Re-Organization Packages in accordance with CDRL 0013.

4.1.7.3. The contractor shall complete ERP-WFM tasks assigned by the NAVSUP EBO:

4.1.7.3.1. The contractor shall perform administrative tasks to assist with the check-in and check-out of civilian, military, and non-military personnel.

4.1.7.3.2. The contractor shall conduct queries of personnel and Organizational structure in ERP and generate findings.

4.1.7.3.3. The contractor shall analyze Cross -activity structural authorizations, various timekeeping and time approval relationships and generate findings.

4.1.7.4. The contractor shall provide data analysis for vacancy analysis and the Total Workforce Management Services (TWMS) system.

4.1.7.4.1. The contractor shall generate a bi-weekly status report displaying person to BIN assignment, RPA aging (average open RPA age and oldest RPA), vacancy rate, and analysis of unassigned BINs.

4.1.7.4.2. The contractor shall train new users at various activities in completing the tasks associated with using TWMS as the personnel accounting memorandum system.

4.1.7.4.3. The contractor shall generate client requested reports and queries regarding BIN and personnel

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management.

Deliverables 4.1.7.4: The contractor shall provide bi-weekly TWMS Report Cards in accordance with CDRL 0014.

4.2. NAVSUP GLS Fleet Program Support

The contractor shall provide program and technical support for the One Touch Support (OTS) system as managed, sustained and enhanced by the OTS Program Office and Program Manager at NAVSUP GLS in San Diego, CA and the Project Manager and development team at NAVSISA in Mechanicsburg, PA.

4.2.1. Logistics and Customer Support Legacy and Web Systems Technical Support

4.2.1.1. The contractor shall provide technical guidance to NAVSUP GLS/NAVSISA in the area of web interface development, information access and web services.

4.2.1.2. The contractor shall perform technical evaluations of logistics and customer support candidates for various logistics systems including OTS and its interfacing systems.

4.2.1.3. The contractor shall evaluate technical system and/or subsystem specifications, interface requirements specifications as well as other existing program documentation and/or existing computer software configuration items and then design and develop interface requirements.

4.2.1.4. The Contractor shall perform technical analyses of software capabilities, communications requirements and physical interface requirements and capabilities.

4.2.1.5. The contractor shall configure and extend the OTS Data Manager Framework (DMF) to access remote data sources and aggregate the results from multiple data sources into a single data product.

4.2.1.6. Upon Government approval of the cost and schedule for the design and development of an interface, the contractor shall prepare an interface requirement specification for any candidate device being analyzed.

Deliverable 4.2.1.6: The contractor shall deliver Interface Requirement Specifications in accordance with CDRL 0015.

4.2.2 Program Management, Design, and Technical Support

4.2.2.1. The Contractor shall conduct engineering assessments, technical evaluations, and product analyses to provide recommendations on operational requirements, planning, execution, implementation and support of program efforts.

4.2.2.2. The contractor shall review and provide analyses, assessments and recommendations on technical documents which include drawings and plans, test plans, procedures, requirements and design manuals related to current and future OTS system interfaces.

4.2.2.3. The contractor shall attend technical meetings and provide technology assessments.

4.2.2.4. The contractor shall provide information on the ERP program and objectives when interfacing with various NAVSUP, Navy and DoD program offices.

4.2.2.5. The contractor shall attend working groups, meetings, briefs, symposiums, and conferences and provide recommendations related to the OTS sustainment and enhancements.

4.2.2.6. The contractor shall provide design and development for the ongoing NIAPS and future RHICS integration projects.

4.2.2.7. The design, development, testing and deployment of NIAPS/OTS interface was originally planned for the April 2010 NIAPS release, but is currently on hold until FY12. The eventual deployment will occur in multiple phases. During Phase 1, the contractor shall implement the deployment of OTS stock check and basic requisition status functions. The contractor shall then design and develop software for follow-on phases to include Technical Screening Enhancements including Classification Information, Management Data and MRL Data, ERP

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Advanced Interfaces, Additional SNTS interfaces and integration and RRAM Requisition Input Data Source.

4.2.2.8. The design, preliminary development, testing and deployment of RHICS/OTS interfaces and related transactional functionality is scheduled to be deployed in 2012 OTS releases. The contractor shall design and develop software for multiple phases including accessibility from the OTS web client as well as from shipboard low-bandwidth clients deployed on NIAPS. During Phase 1, the contractor shall provide asset visibility/stock check capability of Hazardous material from RHICS 2.0 in OTS. During Phase 2, the contractor shall extend OTS Technical Screening capabilities to include hazardous materials catalog information from RHICS 2.0. During Phase 3, the contractor shall enable OTS customers afloat and ashore to generate requisitions for hazardous materials that would insure the business rules from RHICS 2.0 are enforced. The contractor may integrate additional functionality to support receipt, issue and stow transactions from Afloat Distance Support enabled platforms.

Deliverable 4.2.2.8.: The contractor shall deliver Trip Reports in accordance with CDRL 0016 and Technical Papers in accordance with CDRL 0017.

4.2.3 Software Maintenance, Support and Evaluation Support

4.2.3.1. The contractor shall evaluate independently developed corrective measures as well as review Government developed corrective measures to resolve OTS software and performance issues within the existing OTS design architecture prior to presentation to the NAVSUP Architecture Review Board (ARB).

4.2.3.2. The contractor shall test software modifications developed by NAVSISA prior to their release.

4.2.3.3. Upon coordination with NAVSISA, the contractor shall install and configure OTS software for performance optimization within the Government enclave.

4.2.3.4. The contractor shall analyze and assess proposed enhancements, added capabilities and integration efforts.

Deliverable 4.2.3: The contractor shall deliver Technical White Papers in accordance with CDRL 0018.

4.2.4 Prototypes and Demonstrations Support

4.2.4.1. The contractor shall research, design and develop recommendations and proposed solutions to provide new functionality within the OTS system based upon requirements provided by the OTS Program Office.

4.2.4.2. The contractor shall create technical demonstrations (i.e. TIPS, Navy Distance Support, Virtual SYSCOM initiatives, Fleet Battle Experiments, Joint Fleet Interoperability Demonstrations, Logistics Common Operating Picture and other research and development software efforts) that can be assessed by the Program Office and other Navy/DoD entities for future development into OTS or other interfaced systems.

4.2.4.3. The contractor shall provide technical assessments of capabilities, technical white papers on approaches, schedules, and POA&Ms for new hardware and software technologies identified by the Program Office and being considered for inclusion into the OTS systems.

Deliverable 4.2.4: The contractor shall deliver Trip Reports in accordance with CDRL 0019 and Technical White Papers in accordance with CDRL 0020.

4.2.5 OTS Technical Management Support

4.2.5.1. The contractor shall install, integrate, test and operate OTS for both fleet and shore installations.

4.2.5.2. The contractor shall troubleshoot, perform fault isolation and repair OTS interfaces and component and software configuration.

4.2.5.3. The contractor shall provide OTS Trainer refresher training.

Deliverable 4.2.5: The contractor shall deliver Trip Reports in accordance with CDRL 0021.

4.2.6 OTS Software Development Support

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4.2.6.1. When given specific user interface requirements and design specifications, and within the current SOAP architecture, Oracle 10g/ SQL Server database environment and exiting Data management Framework (DMF) of OTS, the contractor shall use JAVA JDK 1.5, JBOSS, SQL and XML tools to deliver software that meets the specification.

4.2.6.2. When given specific user interface requirements and design specifications, and within the current SOAP architecture, Oracle 10g/ SQL Server database environment and exiting Data management Framework (DMF) of OTS, the contractor shall use HTTP, HTTPS, SSL, SFTP, MQ Series, SMTP, JDBC, JMS and Web Service tools to deliver software that meets the specification.

4.2.6.3. The contractor shall provide recommendations for the design, coding, documenting and testing of software control and service applications for the One Touch Support system.

4.2.6.4. The contractor shall integrate new applications or web services into existing logistics systems including the OTS architecture and interfaces.

Deliverable 4.2.6: The contractor shall deliver an Interface Requirements Specification (IRS) for each computer software integration item developed in accordance with CDRL 0022.

4.2.7 Logistics Integration Support

4.2.7.1. The contractor shall integrate logistics software into the installed OTS system to ensure proper initialization and interfaces with associated peripheral equipment and devices.

4.2.7.2. The contractor shall integrate new (external) database/systems (such as DAAS System and INFORM 21) into OTS.

Deliverable 4.2.7: The contractor shall deliver a Final Integration Report in accordance with CDRL 0023.

4.2.8 Application Testing and Accreditation Support

4.2.8.1. The contractor shall test all new software before it is deployed to the OTS production environment. Using the design specifications provided as GFI, they will ensure that all specifications are met and are in accordance with approved DIACAP system accreditation documentation.

4.2.8.2. The contractor shall fully test all functional components in which development (software changes) occurred to ensure that errors or unintended consequences were not inadvertently introduced.

4.2.8.3. The contractor shall perform testing and make the necessary changes to complete the NAVSUP Annual Program Review.

4.2.8.4. The contractor shall perform testing and make the necessary changes for the Tri-annual System Security Authorization Agreement (SSAA) as defined under the DIACAP program.

Deliverable 4.2.8: The contractor shall deliver an Acceptance Test Criteria Report in accordance with CDRL 0024 and a Summary Test Report in accordance with CDRL 0025.

5.0 PROGRESS REPORTS

The contractor shall provide and submit cost and performance data on a monthly basis.

Deliverable 5.0: The contractor shall deliver Cost and Performance Data Reports in accordance with CDRL 0026.

6.0 GOVERNMENT FURNISHED PROPERTY (GFP) and GOVERNMENT FURNISHED INFORMATION (GFI)

The Contractor will be provided the following GFP and GFI for the purpose of performing tasks, as well as for gathering and delivering data, that are directly related to the PWS. References in GFI to database systems include any future variants of those systems as a result of technology expansion/improvements during the course of the Task Order. All GFP and GFI will be provided to the awardee within 15 days after the Task Order award.

6.1. GFP

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The government will provide standard office furnishings/ equipment for contractors assigned to government facilities; e.g., desks, telephones, PCs, access to NMCI and internal collaboration tools.

6.2. GFI

6.2.1 GFI for COMFSICS Management Support

6.2.1.1. The Contractor will be provided with the most current Government policies that have been determined to be relevant to the Contractor's tasks.

6.2.1.2. The Contractor will be provided with changes to policies that have been determined to be relevant to the Contractor's responsibilities.

6.2.1.3. Access to Government data sources that are required for Contractor's responsibilities.

6.2.2. GFI for NAVSUP GLS Fleet Program Support

6.2.2.1. Will include historical versions of OTS system documentation and other documentation.

6.2.2.2. The Contractor will be provided with the most current Government policies that have been determined to be relevant to the Contractor's OTS development, maintenance, and operations responsibilities.

6.2.2.3. The Contractor will be provided with changes to policies that have been determined to be relevant to the Contractor's OTS development, maintenance, and operations responsibilities.

6.2.2.4. The Contractor will be provided access to reliable, representative, consistent Government test data to simulate external system interfaces to government systems.

6.2.2.5. Access to Government data sources that are required for system functionality will be available to OTS v3.2 data retrieval.

6.2.2.6. OTS Core Component Computer Software Configuration Items

6.2.2.7 OTS Interface Requirements Specifications

6.2.2.8. Navy FORCENET Checklist

6.2.2.9. OTS Business Management Modernization Program Documentation

6.2.2.10. Naval Supply Systems Command Enterprise Architecture Documentation

6.2.2.11. Department of Defense Business Enterprise Architecture – Logistics

6.2.2.12. Distance Support Technical Advisory Group (DSTAG) Checklist

7.0 QUALITY SURVEILLANCE & PERFORMANCE STANDARDS

The Government will conduct quality surveillance in accordance with the NAVSUP GLS Support Quality Assurance Surveillance Plan (QASP) provided as an attachment to the solicitation and resultant Task Order award. Contractor performance will be measured against the specific standards and metrics identified in the TSSF QASP.

8.0 PERSONNEL AND SECURITY REQUIREMENTS

8.1. All Contractor personnel assigned to this task will have access to information that may be subject to the Privacy Act of 1974. The Contractor is required to ensure the proper safeguarding of such information to prevent unauthorized release.

8.2. The Contractor is required to ensure the proper safeguarding of such information to prevent unauthorized release. Furthermore, all Contractor personnel assigned to this task will have access to sensitive government spaces, information, and information systems. Pursuant to Homeland Presidential Security Directive 12 and its implementing DoD and DoN regulations, all Contractor personnel assigned to this task will be required to obtain and maintain eligibility for a DoN Common Access Card (CAC) in order to access sensitive government spaces, information, and information systems. In order to be eligible for a CAC, Contractor personnel assigned to this task must hold a favorably adjudicated National Agency Check with Local Check and Credit Check (NACLIC) Personnel Security Investigation (PSI) prior to being assigned to this task. Obtaining a CAC and required access to Navy bases and facilities will be coordinated by the designated Contracting Officer's Representative in conjunction with NAVSUP GLS Security.

8.3. Identification of Non-Disclosure Requirements: The contractor shall execute nondisclosure agreements due to the acquisition sensitive program planning and funding data that will be maintained by the contractor

9.0 TRAVEL REQUIREMENTS

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9.1 NAVSUP GLS Management Support Services - Travel will be required, as approved in advance by NAVSUP GLS, during the performance of this task order. All estimated travel will conform to the current Federal Travel Regulations (FTR). Travel expenses invoiced to the Government will be in accordance with the FTR: the Government will not reimburse expenditures that exceed the FTR.

9.2 NAVSUP GLS Fleet Program Support - Contractor use of privately owned and company vehicles will be required to travel between various facilities as listed under places of performance and to other locations such as suppliers/vendors in the performance of the Contract.

9.3 Travel Approval - The contractor shall be required to travel in and about the San Diego, CA area. At the direction of the TPOC or Alternate TPOC, the contractor may be required to support activities outside the San Diego area. The contractor shall inform the TPOC, in writing, of the estimated total travel costs prior to any travel outside the San Diego area. Such travel will require special approval of the COR.

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

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

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

Non-Sensitive Positions

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

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

Sensitive Positions

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

- SF-85P Questionnaire for Public Trust Positions
- Two FD-258 Applicant Fingerprint Cards
- Original Signed Release Statements

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

IT Systems Access

When access to IT systems is required for performance of the contractor employee's duties, such employees shall 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.

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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.

C5 REIMBURSEMENT OF TRAVEL COSTS (OCT 1998)

(a) Travel

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

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

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

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

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

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

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

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

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

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

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form.

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

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

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

Enterprise-Wide Contractor Manpower Reporting Application (ECMRA) language

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

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

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SECTION D PACKAGING AND MARKING

Packaging and marking shall be in accordance with Section D of the MAC contract.

There is no packaging and marking requirements for the services to be provided in response to the Task Order unless otherwise indicated by the Contracting Officer Representative(COR).

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

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be performed in accordance with the basic MAC contract.

In accordance with Section E of the MAC contract, all cost reimbursement MAC terms are incorporated at the Task Order level for any ordered items. These include the following clauses from Section E of the MAC contract:

- 52.246-5 Inspection of Services-Cost Reimbursement (Apr 1984)
- 52.247-34 F.O.B. Destination (Nov 1991)
- 252.246-7000 Material and Inspection Receiving Report (Mar 2008)

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SECTION F DELIVERABLES OR PERFORMANCE

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

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|------|-----------------------|
| 4100 | 9/22/2011 - 7/31/2012 |
| 4101 | 8/1/2012 - 7/31/2013 |
| 4102 | 8/1/2013 - 7/31/2014 |
| 4200 | 9/22/2011 - 7/31/2012 |
| 4201 | 8/1/2012 - 7/31/2013 |
| 4202 | 8/1/2013 - 7/31/2014 |
| 4300 | 9/22/2011 - 7/31/2012 |
| 4301 | 8/1/2012 - 7/31/2013 |
| 6100 | 9/22/2011 - 7/31/2012 |
| 6101 | 8/1/2012 - 7/31/2013 |
| 6102 | 8/1/2013 - 7/31/2014 |
| 6200 | 9/22/2011 - 7/31/2012 |
| 6201 | 8/1/2012 - 7/31/2013 |
| 6202 | 8/1/2013 - 7/31/2014 |
| 7100 | 8/1/2014 - 7/31/2015 |
| 7200 | 8/1/2014 - 7/31/2015 |
| 9100 | 8/1/2014 - 7/31/2015 |
| 9200 | 8/1/2014 - 7/31/2015 |

PERIOD OF PERFORMANCE

Services to be furnished hereunder shall be performed and completed as follows:

| SLIN | Funding | | Base or Option # | PoP |
|-------------|----------------|---------|-------------------------|-----------------------|
| 4100/6100 | NWCF | COMFISC | Base | 9/22/2011 - 7/31/2012 |
| 4101/6101 | NWCF | COMFISC | Option 1 | 8/1/2012 - 7/31/2013 |
| 4102/6102 | NWCF | COMFISC | Option 2 | 8/1/2013 - 7/31/2014 |
| 4200/6200 | NWCF | OTS | Base | 9/22/2011 - 7/31/2012 |
| 4201/6201 | NWCF | OTS | Option 1 | 8/1/2012 - 7/31/2013 |
| 4202/6202 | NWCF | OTS | Option 2 | 8/1/2013 - 7/31/2014 |
| 4300 | CPP | OTS | Base | 9/22/2011 - 7/31/2012 |
| 4301 | CPP | OTS | Option 1 | 8/1/2012 - 7/31/2013 |
| 7100/9100 | NWCF | COMFISC | Option 3 | 8/1/2014 - 7/31/2015 |
| 7101/9101 | NWCF | COMFISC | Option 4 | 8/1/2015 - 7/31/2016 |
| 7200/9200 | NWCF | OTS | Option 3 | 8/1/2014 - 7/31/2015 |
| 7201/9201 | NWCF | OTS | Option 4 | 8/1/2015 - 7/31/2016 |

F2 DELIVERY OF DATA (OCT 1992)

Place and time of delivery of data shall be as specified on the DD Form 1423 (Contract Data Requirements List) which is an exhibit to this contract, unless delivery is deferred at the Government's option by written order of the Contracting Officer.

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SECTION G CONTRACT ADMINISTRATION DATA

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 the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(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 | N00178-05-D-4364 | -(Enter Contract Number) |
| Delivery Order Number | NW02 | -(Enter DO Number) |
| Issuing Office DODAAC | N00244 | -(Enter DODAAC of the activity issuing the contact.) |
| Admin Office DODAAC | S2101A | -(Enter Contract Admin Office DODAAC) |
| Inspector DODAAC (usually only used when Inspector & Acceptor are different people) | N40295 CFSD | -(Enter Inspector DODAAC (plus extension if applicable.)) |
| Ship To DoDAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher) | N40295 CFSD | -(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) | | -(Enter LPO DODAAC (Local Admin) (plus extension, if applicable)) or leave blank. |

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| DCAA Office DODAAC (Used on Cost Voucher's only) | HAA661 | <i>-(Enter DCAA Office DODAAC when Applicable)</i> <i>- Check on DCAA website: www.dcaa.mil/</i> |
| Paying Office DODAAC | HQ0338 | <i>- Enter Paying Office DODAAC located on Contract.)</i> |
| Acceptor/COR Email Address | [REDACTED] | <i>-(Enter the Acceptor Email address for this Contract if applicable)</i> |

(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] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| | | | |
| | | | |

G8 SUBCONTRACTING PLAN - INCORPORATED (OCT 1992)

In accordance with FAR 19.702, the contractor has submitted a subcontracting plan which has been reviewed and approved by the contracting officer. The plan is hereby incorporated into this award via the "Small Business Subcontracting Goals" tab in the Seaport-E portal. The ACO is hereby delegated authority to monitor implementation of The Small Business and Small Disadvantaged Business Subcontracting Plan.

The Contractor shall provide a copy of all SF 294s, Subcontracting Reports for Individual Contracts, and SF 295s, Summary Subcontracting Reports, associated with the contract to The Fleet Logistics Center San Diego (FLCSD), Attn: FLCSD Deputy for Small Business, 937 North Harbor Drive, San Diego CA 92132.

N00244G109 CONTRACT ADMINISTRATION FUNCTIONS (MAR 1996) (FLCSD)

In addition to the Contract Administration functions authorized by FAR 42.302, the Administrative Contracting Officer (ACO) at [] is authorized to perform the following administrative functions as checked below:

Negotiate or negotiate and execute supplemental agreements incorporating contractor proposals resulting from change orders issued under the Changes clause. Before completing negotiations, coordinate any delivery schedule change with the Principal Contracting Officer (PCO).

Negotiate prices and execute priced exhibits for unpriced orders issued by the PCO under basic ordering agreements.

Negotiate or negotiate and execute supplemental agreements changing contract delivery schedules.

Negotiate or negotiate and execute supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements.

Issue amended shipping instructions and, when necessary, negotiate and execute supplemental agreements

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incorporating contractor proposals resulting from these instructions.

Negotiate changes to interim billing prices.

Negotiate and definitize adjustments to contract prices resulting from exercise of the Economic Price Adjustment Clause.

Execute supplemental agreements on firm-fixed price supply contracts to reduce required contract line item quantities and deobligate excess funds when notified by the contractor of an inconsequential delivery shortage, and it is determined that such action is in the best interests of the Government, notwithstanding the default provisions of the contract. Such action will be taken only upon the written request of the contractor and, in no event shall the total downward contract price adjustment resulting from an inconsequential delivery shortage exceed \$250.00 or 5 percent of the contract price, whichever is less.

Execute supplemental agreements to permit a change in place of inspection at origin specified in firm fixed-price supply contracts awarded to nonmanufacturers, as deemed necessary to protect the Government's interests.

Prepare evaluations of contractor performance in accordance with subpart 42.15.

Any additional contract administration functions not listed in 42.302(a) and (b), or not otherwise delegated, remain the responsibility of the contracting office.

G24 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2011)

(a) Functions: The Contracting Officer for this contract is identified on the basic contract. Only the Contracting Officer can change the basic contract, and the Contracting Officer maintains primacy over the contract and all its task orders. The Contracting Officer of this Task Order is a warranted Contracting Officer of the Fleet Logistics Center, San Diego, CA. Unless otherwise noted, all references to "Contracting Officer" in the text of this task order and the basic contract refer to the Task Order Contracting Officer. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.

(b) Authority: The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

(c) The Task Order Contracting Officer is:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(d) The Task Order Negotiator is:

Name: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

ORGANIZATIONAL CONFLICT OF INTEREST

The Organizational Conflict of Interest clause in the contractor's basic Seaport-E MAC contract is incorporated by reference. Award will only be made to an offeror that has no organizational conflict of interest as defined in FAR 9.5 or that the Government determines has provided a satisfactory mitigation plan. Offerors are advised that technical proposals may be evaluated without consideration of any proposed subcontractor which is deemed to have an organizational conflict of interest.

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

[REDACTED]

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

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

(b) The offeror agrees that:

*during the contract performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

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

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

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

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

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

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NAVSUP 5252.242-9402 TECHNICAL DIRECTION (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.

NAVSUP 5252.245-9401 GOVERNMENT FURNISHED PROPERTY (JAN 2011)

- (a) The Government will furnish the following property to the Contractor for use in performance of this contract in accordance with the following schedule:

All GFP is listed in **Section 6.0 of the PWS**.

Delivery of such property will be coordinated through the COR.

- (b) The property will be delivered at Government's expense at or near the designated places of performance.
- (c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the Contractor.
- (d) Within 30 days after Government furnished property is determined by the Contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the Contractor shall notify the Contracting Officer, in writing, thereof.

H9 LIABILITY INSURANCE (COST TYPE CONTRACTS) (OCT 1992)

The following types of insurance are required in accordance with the clause entitled "INSURANCE-LIABILITY TO THIRD PERSONS" (FAR 52.228-7) and shall be maintained in the minimum amounts shown:

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- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- (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.

H13 COST LIMITATION CEILINGS ON INDIRECT RATES (OCT 1992)

If an offeror proposes cost limitation ceilings on indirect rates the offeror is advised that the Government may evaluate the offeror's cost proposal accordingly. The decision to propose cost limitation ceilings is the offeror's decision. In the event the offeror proposes indirect rate limitations, these same ceiling rate limitations may be incorporated into any resultant contract without discussion. Under any cost reimbursement contract, the indirect rates billed shall be limited to the ceiling rate(s) identified in the contract. Any costs incurred above ceiling rates are not allowable.

H15 APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (OCT 1992)

- (a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:

[REDACTED]

- (b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

[REDACTED]

- (c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order).

- (d) It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract (or delivery/task order) is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

N00244H001 TRUSTWORTHINESS SECURITY - NAVY CONTRACT/TASK ORDERS (MAY 2004)

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(FLCSD)

Purpose: Reference is hereby made to Navy awarded contracts requiring contractor access to Navy information systems, sensitive unclassified information or areas critical to the operations of the command. Although these contracts are not classified and therefore contractor employees are not required to have obtained a National Agency Check (NAC) trustworthiness determination, the Department of the Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. Contractors whose work involves access to sensitive unclassified information warrants a judgement of an employee's trustworthiness. Therefore, all personnel accessing DON computer systems must undergo a National Agency Check to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the contractor employees. The following addresses those requirements for Trustworthiness Security:

- Each contractor employee will have a favorably completed National Agency Check (NAC).
- If contractor personnel currently have a favorably adjudicated NAC the contractor will notify the Security Manager of the command they will visit utilizing OPNAV 5521/27 Visit Request form. The visit request will be renewed annually or for the duration of the contract if less than one year.
- If no previous investigation exists the contractor personnel will complete the requirement for a Trustworthiness NAC.

In accordance with NAVSUPINST 5239.1A, if the contractor employee is a Foreign National prior approval of the Network Security Officer (NSO) is required. Access may be granted to Foreign Nationals who have a need to know and at least one of the following applies:

- (a) Foreign National is employed by DOD, or
- (b) Foreign National possesses a current Functional Accreditation approved by the Navy International Program Office (NAVIPO), or
- (c) Foreign National possesses a current Visit Request Form (OPNAV 5521/27 (1-73) as defined in OPNAVINST 5510.1H), which is on file with the requesting activity.

The Trustworthiness NAC is processed through the command Security Manager. The NAC will be processed through the use of the Electronic Personnel Security Questionnaire (EPSQ) SF 85P. The EPSQ software can be downloaded at the Defense Security Service (DSS) website <http://www.dss.mil/epsq/index.htm>. The contractor should provide the completed EPSQ electronically (electronic mail/diskette) to the Command Security Manager along with the original signed release statements and two applicant fingerprint cards (FD 258). The responsibility for providing the fingerprint cards rests with the contractor. The Security Manager will review the form for completeness, accuracy and suitability issues. The completed SF 85P along with attachments will be forwarded to (DSS) who will conduct the NAC.

The Department of the Navy Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the trustworthiness determination. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information.

Trustworthiness determinations are the sole prerogative of the commanding officer of the sponsor activity. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

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SECTION I CONTRACT CLAUSES

Note: The following clauses are incorporated by reference in this Task Order; however, all applicable clauses incorporated by reference in the basic MAC contract also apply.

CLAUSES INCORPORATED BY REFERENCE

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTS AWARDS (JUL 2010)

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

52.224-2 PRIVACY ACT (APR 1984)

52.228-7 INSURANCE—LIABILITY TO THIRD PERSONS (MAR 1996)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

52.244-2 SUBCONTRACTS (OCT 2010)

52.245-1 GOVERNMENT PROPERTY (AUG 2010)

52.245-9 USE AND CHARGES (AUG 2010)

52.246-25 LIMITATION OF LIABILITY-SERVICES (FEB 1997)

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

para (a) fill-in: Fleet Logistics Center San Diego

para (b) fill-in: Fleet Logistics Center San Diego

para (b) fill-in: Task Order Number TBD

para (b) fill-in: ACO (DCMA Office) designated on page 1 of the Task Order

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)

252.227-7030 TECHNICAL DATA-WITHHOLDING OF PAYMENT (MAR 2000)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN

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252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (JUL 2009)

252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (FEB 2011)

252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (FEB 2011)

CLAUSES INCORPORATED BY FULL TEXT:

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.

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

para (c) fill-in: ACO (DCMA Office) designated on page 1 of the Task Order

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid –

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to—

_____ (To be filled in at time of award by Contracting Officer)

NAVSUP 5252.242-9404 REPORTING REQUIREMENTS (JAN 1992)

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

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction

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

address of the Contracting Officer is: James Browley, Operational Forces Support Division Director, FLCSD San Diego Code 220, Building 1, 7th Floor, 937 North Harbor Drive, San Diego CA 92132-0260.

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SECTION J LIST OF ATTACHMENTS

Attachment 1 Contract Data Requirements List (CDRL)

Attachment 2 Task Order Administration Plan (TAP)

Attachment 3 Quality Assurance Surveillance Plan (QASP)