

2. AMENDMENT/MODIFICATION NO. 07	3. EFFECTIVE DATE 01-Oct-2013	4. REQUISITION/PURCHASE REQ. NO. N0018314RQM9018	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00189	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

NAVSUP FLC Norfolk, Code 200  
1968 Gilbert Street Ste 600  
Norfolk VA 23511-3392  
matthew.aponte@navy.mil 757-443-1416

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORP 1710 SAIC Drive McLean VA 22102-3703		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4119-FK01 10B. DATED (SEE ITEM 13) 01-Oct-2008
CAGE CODE      5UTP8      FACILITY CODE		[X]

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

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.217-8 (Option to Extend Services)

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) Matthew N Aponte, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 29-Aug-2013
(Signature of person authorized to sign)	BY <u>/s/Matthew N Aponte</u> (Signature of Contracting Officer)

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## GENERAL INFORMATION

The purpose of this modification is to extend the period of performance by 6 months in accordance with FAR 52.217-8 (Option to Extend Services). As a result of this modification, performance has now been extended to 31 March 2014. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$11,761,426.00 by \$1,278,389.00 to \$13,039,815.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
5004	O&MN,N	0.00	1,260,249.00	1,260,249.00
6004	O&MN,N	0.00	18,140.00	18,140.00

The total value of the order is hereby increased from \$11,761,426.00 by \$1,278,389.00 to \$13,039,815.00.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
5004	0.00	1,260,249.00	1,260,249.00
6004	0.00	18,140.00	18,140.00

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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Unit Price	Total Price
2000	R425	BASE YEAR: HELP DESK/NETWORK ENGINEERING/MGMT OPS IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK (PWS) (O&MN,N)	12.0	MO	\$178,647.17	\$2,143,766.04

For ODC Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost
3000	R425	BASE YEAR: OTHER DIRECT COSTS (ODCs) AND TRAVEL AND PER DIEM EXPENSES (INCLUDING ALL APPLICABLE BURDENS. PROFIT IS NOT ALLOWED ON ODCs)  NTE \$30,990.00 (O&MN,N)	1.0	LO	\$30,990.00

For FFP Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Unit Price	Total Price
5000	R425	OPTION YEAR I: HELP DESK/NETWORK ENGINEERING/MGMT OPS IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT (PWS) (O&MN,N)	12.0	MO	\$183,980.75	\$2,207,769.00
5001	R425	OPTION YEAR II: HELP DESK/NETWORK ENGINEERING/MGMT OPS IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT (PWS) (O&MN,N)	12.0	MO	\$189,474.08	\$2,273,688.96
5002	R425	OPTION YEAR III: HELP DESK/NETWORK ENGINEERING/MGMT OPS IN ACCORDANCE WITH THE	12.0	MO	\$203,952.00	\$2,447,424.00

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PERFORMANCE WORK  
STATEMENT (PWS)  
(O&MN,N)

5003	R425	OPTION YEAR IV: HELP DESK/NETWORK ENGINEERING/MGMT OPS IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT (PWS) (O&MN,N)	12.0	MO	\$210,041.50	\$2,520,498.00
5004	R425	52.217-8 Extension (O&MN,N)	6.0	MO	\$210,041.50	\$1,260,249.00

For ODC Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost
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6000	R425	OPTION YEAR I: OTHER DIRECT COSTS (ODCs) AND TRAVEL AND PER DIEM EXPENSES (INCLUDING ALL APPLICABLE BURDENS. PROFIT IS NOT ALLOWED ON ODCs)  NTE \$32,230.00 (O&MN,N)	1.0	LO	\$32,230.00
6001	R425	OPTION YEAR II: OTHER DIRECT COSTS (ODCs) AND TRAVEL AND PER DIEM EXPENSES (INCLUDING ALL APPLICABLE BURDENS. PROFIT IS NOT ALLOWED ON ODCs)  NTE \$33,510.00 (O&MN,N)	1.0	LO	\$33,510.00
6002	R425	OPTION YEAR III: OTHER DIRECT COSTS (ODCs) AND TRAVEL AND PER DIEM EXPENSES (INCLUDING ALL APPLICABLE BURDENS. PROFIT IS NOT ALLOWED ON ODCs)  NTE \$35,270.00 (O&MN,N)	1.0	LO	\$35,270.00
6003	R425	OPTION YEAR IV:	1.0	LO	\$36,280.00

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OTHER DIRECT  
COSTS (ODCs) AND  
TRAVEL AND PER  
DIEM EXPENSES  
(INCLUDING ALL  
APPLICABLE  
BURDENS. PROFIT  
IS NOT ALLOWED ON  
ODCs)

NTE \$36,280.00  
(O&MN,N)

6004 R425 FAR 52.217-8 1.0 LO \$18,140.00  
Extension  
(O&MN,N)

### Section 508 Requirement

This procurement is for Electronic and Information Technology (EIT). Therefore, to the extent supplies and services are available in the commercial marketplace, the contractor is required to meet the relevant accessibility standards contained in 36 C.F.R. Part 1194 (Subpart B). For further information see <http://www.section508.gov>.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

#### **TITLE: Help Desk/Network Engineering and Management/Operations**

##### **1.0 Scope:**

The scope of the contract effort is to provide network engineering, Local Area Network, and day-to-day support for calls routed from the IMD Help Desk, Naval Medical Center Portsmouth (NMCP), as well as provide support and coordination to NMCP as they support beneficiaries of the DOD TRICARE initiative, TRICARE Next Generation contracts and carve-outs. TRICARE is the health care program servicing active duty service members, National Guard and Reserve members, retirees, their families, survivors and certain former spouses worldwide. As a major component of the Military Health System, TRICARE brings together the health care resources of the uniformed services and supplements them with networks of civilian health care professionals, institutions, pharmacies and suppliers to provide access to high-quality health care services while maintaining the capability to support military operations.

Primary support shall include; the Technical Support Division, which is responsible for customer support, field maintenance issues and trouble calls relative to information systems technology and Exchange mail services. The Network and Server Division provides comprehensive support and planning oversight for NMC Portsmouth's enterprise network, the medical Metropolitan Area Network, network management and operational support, network communications support, configuration management, network monitoring and troubleshooting. Help-Desk support shall provide the necessary support and resources to operate customer support functions to include, but not limited to, help-desk facilities, dial-up access to provide information, tools, techniques and procedures to assist information systems users at all levels, automated support for management of the customer service function, problem reporting and resolution of customer problems, and support to new and existing customer information and support centers. The contractor shall have the responsibility of correcting all National Enrollment Database errors that are input into CHCS / AHLTA. The contractor shall have the Help Desk fully manned with qualified Help Desk personnel.

Additional requirements include Web Engineering support, Information security support, HIPAA support, and TRICARE support.

##### **a. BACKGROUND**

The Naval Medical Center, Portsmouth and its associated (7) Branch Medical Clinics (BMC), (11) Dental Treatment Facilities (DTF) and (9) Tricare Clinics provide a full and complete range of inpatient and outpatient medical services to the operational forces, and Military Health System (MHS) beneficiaries, and other eligible personnel within the Tricare IMD-Atlantic Region. The NMCP Information Management Department (IMD) is responsible for the planning and implementation of medical information systems on a local and metropolitan area basis and in support of standard DoD and Navy medical information systems. The scope includes Microsoft Windows 2000, 2003, 2007, XP and Exchange Mail, System Management Server (SMS), Windows Update Server (WUS); installation, configuration, user migration, training and post-deployment operational support, or any other

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authorized MHS system.

The Information Management Department (IMD) provides a full range of information management/information technology (IM/IT) products and services to NMC Portsmouth, tenant commands and its BMC's. These products and services include, but are not limited to, Automated Information Systems (AIS) and Visual Information Systems (VIS) implementation, operations, training, maintenance/repair, and management; system and software design and implementation; Local Area, Wide Area and Metropolitan Area (LAN/WAN/MAN) network design, implementation, operation and management.

## **b. OBJECTIVES**

The objective of this task is to provide on-going, day-to-day operational technical support required by NMC Portsmouth IMD meeting the continuing and escalating mission requirement and needs of NMC Portsmouth, tenant commands and its BMC's. By supplementing the existing government resources with contracted resources, this command will continue to improve the quality of MHS IM/IT service support for all sites, ensuring prompt and efficient recovery of information technology service disruption. It is extremely critical that Navy Medicine has reliable data communications throughout the world as more users depend on our MHS network infrastructure to enhance the quality of care dedicated to MHS beneficiaries.

## **2.0 Inspection and Acceptance**

### **INSPECTION AND ACCEPTANCE (DESTINATION) (NMCPORTSVA)**

The Task Order Manager shall perform inspection and acceptance of the services to be furnished, hereunder at destination

#### **Task Order Manager**

**Name:** Betty Fisher  
**Title:** Management Analyst  
**Address:** Management Information Department  
Portsmouth Naval Medical Center  
620 John Paul Jones Circle  
Portsmouth, VA 23708-2111  
**Phone:** (757) 953-6118  
**Fax:** (757) 953-7302  
**Email:** [betty.fisher@med.navy.mil](mailto:betty.fisher@med.navy.mil)

## **3.0 Specific Tasks**

Qualifications for specific task are listed as minimum requirements. Unless noted otherwise in the position description, experience is defined as: current full time experience. Current is defined as: experience with in the past 5 years with a min of 1 year experience within the past 2 years.

As a minimum the selected vendor shall:

- (1) Have current experience in the management of large medical facilities (minimum 4,000 users) Information Management

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Technology Systems. Experience within US Government owned facilities are preferred.

(2) Have the ability to provide full service immediately upon required start of resulting award.

Down time to perform such task as

initial training will not be allowed.

(3) Have current experience in the application, maintenance and repair of specific medical software to include as a minimum: ALTA,

CHCS, DBSS, ESSENTRIS and SMS.

(4) Have the ability to support contract personnel in the performance of their duties. Examples of support may include the

continuous training of personnel, access to senior personnel with detailed experience to assist with difficult problems and adequate pool

of replacement personnel to fill in when employees are out on leave or leave vendors employment.

(5) This request shall be processed as a performance based requirement. The below listed job classifications and estimated

manning levels are to be consider as the vendors estimated required effort.

### **Project Management**

The contractor shall provide day to day management of IT efforts, which involves handling all concerns/issues/obstacles that each of the listed divisions may encounter. The contractor shall have the responsibility of providing documentation of all deliverables and shall be capable of mediating between each support team. The following responsibilities are also required:

- Reconcile and approve input for monthly invoices
- Work various staffing and security issues including facilitating clearances
- Oversee centralized administrative, clerical, documentation and related functions
- Maintain communication between the Task Order Manager and Contract Administration Office

### **User Support Division**

#### **Help Desk Specialist Team Support**

The contractor will have the following areas of responsibility:

- Experience in the use of Management Information Help Desk Tracking System software or other problem resolution systems (PRS) used in the recording and tracking of network, hardware and software trouble calls, and corrective actions
- Provide around the clock coverage (7X24 including holidays) for the MHS network and MHS approved desktop office automation systems
- Provide support for desktop hardware and software applications and network communications. Primary means of trouble notification is via customer call in and proactive network monitoring using existing tools such as, NMCP IMD Help Desk Application System
- Requests for assistance and support will be documented through trouble tickets utilizing the Information Management Help Desk Tracking System
- Maintain a database of all trouble calls including date, time, user, location, and corrective action taken
- The contractor shall use the IMD Help Desk Tracking System Software and respond to user's

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calls within 30minutes of being notified at the Help Desk of a trouble call and shall adhere to the Help Desk Standard Operating Procedures

- The contractor shall maintain the following standards in the operation of the help desk:
  1. Average Speed of answering calls – 50% < 60 sec
  2. Percentage of calls answered – 94.5%
  3. Average wait time before calls abandoned - < 160 sec
  4. Average talk time – 8-20 minutes
  5. Average number of inbound calls per professional ( 8 hour shift) – 25-30

All contractor personnel, assigned to the Help Desk function, shall have the following minimum qualifications

- Experience in the use of Management Information Help Desk Tracking System software or other problem resolution systems (PRS) used in the recording and tracking of network, hardware and software trouble calls, and corrective actions
- Responds to and diagnoses problems through discussion with users to include problem recognition, research, isolation, and resolution steps
- Experience in providing phone and in-person support to users in the areas of Exchange mail, Microsoft , MS Office 2000, Windows NT, Windows 2000, Windows 2003, Windows XP , Microsoft Office XP and providing troubleshooting techniques and other software packages provided by the government
- Experience in Managing/Creating Windows NT/Exchange mail user accounts; Windows NT/Windows 2000, 2003 and XP and Exchange Mail
- Experience in Installing, maintaining and upgrading Government provided application software
- Managing file system allocations among disk media
- Managing/coordinating communications between clients and server hosts
- Alerting proper POC's when potential problems are identified for corrective action
- The contractor requires at least five years general experience, of which at least three must be specialized. Specialized experience includes: work on a help desk, knowledge of PC operating systems, knowledge of mainframe operating systems, knowledge of networking and electronic mail

### **Warehouse Team Support**

The contractor shall be responsible for performing the following duties:

- Organizing and maintaining a warehouse environment
- Test the operational capability of the computers, erasing the hard drives
- Preparing certification paperwork for the hard drive necessary for disposal
- Data entry into the asset tracking database
- Lifting and moving computer equipment (up to 20 lbs) within the warehouse including placing and retrieving from storage shelves.
- Responsible for receiving and issuing computer equipment from the warehouse. This includes issuing/receiving the transfer paperwork and updating the information in the asset tracking database.

The contractor requires a combination of additional technical experience/education directly related to

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inventory control, asset management, warehousing, or PC maintenance totaling at least six years.

Candidate must be capable of utilizing Microsoft Word and Microsoft Excel to produce reports and inventory information

## **Information Management Division**

### **Database Engineering**

The contractor shall be responsible for performing the duties of the system management on the Composite Health Care System (CHCS/AHLTA) will have the following areas of responsibility:

- Troubleshoot the following
  1. MCP enrollment/dis-enrollment problems
  2. DEERS discrepancies
  3. Provider discrepancies
  4. MCP booking problems
  5. Interfacing with users related to MCP issues
  6. Interfacing with TMSSC support personnel on MCP related software problems.
- Build and maintain Files and tables related to Manage Care
- Coordinate MCP problems with the Managed Care office
- Coordinate problems and reports with the Regions Lead Agent
- Interface with DEERS personnel to resolve enrollment problems
- Create, update, and maintain Standard Operating Procedures (SOP) for Managed Care

The contractor requires a combination of additional technical experience/education directly related to database administration, database analysis, database report reproduction, data dictionary administration or system development totaling at least six years.

### **Systems Engineering**

The contractor shall be responsible to ensure all systems supported by the MHS Clinical Systems team are up and operational. These systems include, but are not limited to CHCS Legacy, AHLTA, DBSS, and Essentris. Additional responsibilities include:

- Daily functionality checks, backup verification, and working with the functional staff on solving problems that cross the line between a system problem and a user functionality problem
- Provides functional support for supported systems when needed as staffing issues arise
- Logs MHS tickets for software issues that are not resolvable by site staff
- Coordinates and performs all system down time, including testing and applying system patches and installation of new software and hardware
- Performs ad hoc report generation for CHCS Legacy and AHLTA

The contractor requires a combination of additional technical experience/education directly related to database administration, database analysis, database report reproduction, data dictionary administration or system development totaling at least six years.

### **User Functionality/Database Maintenance**

The contractor shall be responsible for working on user functionality problems and database maintenance for the systems supported by the MHS Clinical Systems team. These systems include,

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but are not limited to CHCS Legacy, AHLTA, DBSS, and Essentris. Additional responsibilities include:

- Works with users to determine if problems are training related or actual functionality problems. Provides training to users when appropriate
- Works with system staff on solving problems that cross the line between a system problem and a user functionality problem.
- Logs MHS tickets for issues that cannot be resolved by site staff
- Responsible for all local and remote hardware issues, including DII
- Provides system support for supported systems when needed as staffing issues arise
- Performs command check in/out, assisting new employees with getting access to systems and finding their way around the compound
- Monitors all MHS tickets, providing status updates to the team leader. Assigns local tickets to the appropriate team personnel

The contractor requires a combination of additional technical experience/education directly related to database administration, database analysis, database report reproduction, data dictionary administration or system development totaling at least six years.

### **Web Design / Applications Development**

The contractor shall be responsible for system analysis, application and overall web design techniques for Internet or Intranet development and distribution to remote sites using various technologies (e.g. hypertext Markup Language (HTML), hypertext Transfer Protocol (HTTP), active server pages (ASP) and Common Gateway Interface (CGI).

- Designs, develops and applies organization wide information models for use in designing and building integrated, shared software and database management systems
- Designs and develops sound, logical business improvement opportunities consistent with corporate Information Management guiding principles, cost savings, and open system architecture objectives
- Stays up-to-date with state-of-the-art web development tools, techniques and design trends

### **Application Development**

- Review current workflow with end-users
- Suggest web-based products to improve productivity
- Design new processes utilizing web-based products
- Incorporate database applications utilizing SQL and scripting within HTML to create user-friendly web based software applications
- Provide documentation and usage instructions to end-users and team members
- Develop tools for team members to enable similar application development in the future

### **Home Page Development**

- Develop and articulate the overall focus and concept for the Command's home page, in keeping with Command priorities and objectives.
- Develop, research, lay out, write/edit new sections/features for the home page
- Search and review links for new categories
- Determine placement of all new information submitted by departments or program areas

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- Monitor chats and webmaster mail to identify topics that might be fitting for new sections of the home page and trends or items that could be of interest to department/program contacts or departmental web authors
- Proof/edit new sections of the home page
- Review requests from webmasters to link to their sites
- Meet with various NMCP department staff to assist with the design of their department home page, address and resolve technical problems, and discuss new directions and technology
- Coordinate with the Staff Education & Training Department to develop training on and through the Internet/Intranet
- Incorporate and publish ad hoc reports on the Command's Internet and Intranet utilizing web technology as directed
- Review existing practices and design and develop web-based products to aid in improved productivity
- Create and administer survey applications with live feedback to the end user
- Attach downloadable applications and videos utilizing minimum bandwidth

### **Home Page Maintenance**

- Fine tune current home pages based on feedback from users and monthly statistics
- Constantly review appearance and structure of all pages to ensure professional appearance and efficient content accessibility
- Monitor various command department web pages to ensure that they fall under current regulations and flow with the overall design
- Ensure that all webmaster mail receive timely responses
- Monitor home page information, including links, to ensure they remain timely and accurate

### **The contractor requires the following qualifications:**

- Strong editing skills, be deadline-oriented, and possess the ability to accurately attend to detail and balance multiple tasks.
- Experience in publishing production with Microsoft Word, Excel, Perseus, Adobe Photoshop, and Adobe Acrobat applications.
- Strong leadership and project management abilities.
- Experience in leading and working on project teams to accomplish aggressive goals under short development schedules, and the ability to meet strict deadlines.
- Experience in designing and developing web sites for delivering business products and services.
- Experience in developing and implementing processes, systems, procedures and standards for web content development.
- Knowledge of state-of-the-art Internet technology and development tools.
- Must have experience with at least three of the following: VBScript, JavaScript, Perl, PHP and SQL.
- Internet application experience utilizing Adobe Creative Suite including Photoshop, Fireworks, Contribute, Flash and Dreamweaver.
- Experience with MS ACCESS, MS Excel, MS SQL server 6.5 or Oracle Relational DBMS, Active Server Pages, Perseus, Adobe Acrobat Professional, Webtrends, Zoom.
- One year of experience in the software-engineering field. .

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## **Data Base Administration**

Perform system administration functions for various clinical and financial systems. Systems include standard Navy Medical systems and Commercial Off The Shelf (COTS) products. Systems generally have database types that include CACHE, Oracle, and SQL with Visual Basic and Web front ends. Database Administrator responsibilities on assigned systems located at Portsmouth Naval Medical Center, Portsmouth, Virginia. May involve night and/or weekend work.: Incumbent will work out of the Information Management Department (IMD), Portsmouth Naval Medical Center, Portsmouth, VA; Is assigned to an 7X5 weekly schedule but is subject to night or weekend calls, in the event of system and/or database problems with potential mission impact. Specific Duties:

- Acts as system administrator/database administrator for assigned financial and clinical systems.
- Responsibilities include handling all upgrades, backups, system problems.
- Writing of Standard Operating Procedures (SOP) for assigned systems.
- Minimal user training will also be required.
- Perform database and system related trouble shooting of user system problems.

**Required Skills:** System and database administration skills for production systems. Knowledge of Oracle, SQL server 2000/2005, and basic Web Design. Experience in software installation and configuration, database backup and restore/recovery maintenance, database performance monitoring, planning and implementation for upgrades, user ID management, and license management.

**Preferred Qualifications:** Experience in Navy financial and clinical systems administration. General knowledge of CACHE and Visual Basic programming techniques.

## **Technical Support Division**

The Technical Support Division is responsible for all Customer Support and Field Maintenance issues relative to NMCP IM/IT. The responsibilities of this division include Management, Field Technical Support, Research & Development (new technologies) workstation/client support, and Command Postmaster services.

## **Installation Support**

The following responsibilities are required of the contractor:

- Conducts site surveys, assesses, and documents current site configuration and user requirements
- Design and optimizes network topologies
- Analyzes existing requirements and prepares specifications for hardware/software acquisitions
- Prepares engineering plans and site installation Technical Design Packages
- Develops hardware/software installation schedules. Prepares drawings documenting configuration changes at each site
- Prepares site installation and test reports
- Configures systems, communication devices, and peripheral equipment
- Installs network hardware/software
- Trains site personnel in proper use of recently installed hardware/software
- Builds specialized interconnecting cables.
- Troubleshooting system software problems and support users in overcoming difficulties with

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software.

- Review, test and coordinate software updates and changes to verify correct operation and to instruct users in ways to maximize the benefits of software updates and changes.
- Distribute and inform users about new procedures and policies established to improve system efficiency.
- Support user groups in planning for equipment locations and reallocations, which improve system productivity, and recommend reallocations to users when inefficiencies are identified.
- Support users in setting up new hardware systems including terminals, printers, microcomputers and other inputs or output devices. Interface with hardware specialists and operation's staff, to ensure users understand and operate effectively, all user hardware.
- Run diagnostics at the microcomputer level and isolate hardware malfunctions at least to the workstation level.
- Provide on-site user assistance for migration of data and orientation to the operation of Microsoft Windows NT, Outlook, Excel, PowerPoint, Word, and Access.

### **Information Technology Division**

The Information Technology Division is responsible for Network Infrastructure, Server operations and maintenance, maintenance of active directory, and development and maintenance of CITRIX. In addition, IT division provides network connectivity both on and off campus to shared, server-based NMCP resources, as well as Internet connectivity.

#### **Server Team Support**

The Contractor shall have the following responsibilities:

- Supervises and manages the daily operations of the System Management Server (SMS)
- Ensures the delivery of software packages to the NMC Portsmouth workstations through the LAN.
- Monitors the SMS package delivery jobs to ensure timely delivery to NMC Portsmouth workstations and troubleshoot failed or "hung" jobs.
- Routinely send instructions or updates to all workstations via script files to update necessary settings, files, or other program settings (supplement SMS packages).
- Identify and resolve Windows 2000 and Windows XP workstation hardware and software problems and provide troubleshooting advice to IMD staff
- Monitor SMS event logs to help identify problems.
- Ensure SMS database backup procedures are completing and periodically restore databases to verify backup reliability.
- Monitors System Query Language, SQL, Server event logs.
- Performs routine database maintenance, via SQL Server Enterprise Manager, to maintain the integrity of the SMS database.
- Creates and Manages Recipients
- Creates user profile
- Configures offline folders
- Configures Microsoft Office
- Manages Server Configuration
- Creates and Manages Public Folders and data shares
- Manages inter-site communications
- Uses Active Roles Server to manage the user accounts.

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## Requirements:

- Experience working with Directory software that allows our customer to manage the Global Address information, as well as change their passwords.
- Experience working with Blackberry Server Administration version 4.1 and higher.
- Experience working with HP servers including DL 360 and 380 servers
- Maintain current computer room drawings using Microsoft Visio 2003
- Working knowledge of Microsoft Operations Manager (MOM)
- Knowledge of Microsoft Windows Clustering
- Experience working with print servers
- Experience working with Windows Update Servers (WSUS)
- Experience working with Active Directory (AD) policies and software pushes
- Experience working with administration and design of login scripts
- Experience working with Symantec Antivirus Software Server administration
- Experience working with Symantec Storage Exec
- Working experience in how to configure and manage the HP EVA 8000 Storage Area Network (SAN).
- Working experience in how to configure and manage the HP 6800 Virtual Library System (VLS)
- Experience of with how to configure and manage the HP ESL322e Tape Library System
- Working experience in how to configure and manage HP backup system software – Data Protector
- Working experience in how to configure and manage HP StorageWorks SAN Switch 4/32 switches.
- Experience working with HP StorageWorks File Migration Agent (FMA) and File System Extender (FSE)
- Design and implement heterogeneous enterprise storage solutions that fulfill specific business requirements.
- Analyze storage area network optimization
- Optimize storage performance

## **Network Team Support**

### **Network Engineering**

The contractor shall provide network management and operational support to, monitor network performance, identify potential problems, and perform resource load balancing. Support shall also include troubleshooting to ascertain maintenance requirements for all equipment incorporated into the network, configuration management, and systems integration of new and existing users. The contractor shall conduct analyses of network functions and failures in an effort to isolate problem areas, determine and perform required corrective actions, and define and document configurations. Off-site support for network equipment outside NMC Portsmouth may be conducted. The contractor shall ensure that the information resources contained on supported networks are restorable in the event of equipment failure. The contractor shall be required to open trouble tickets with the centralized SPAWAR helpdesk the TIMPO Network Service Center (NSC) to resolve the problem. The specific tasks the contractor shall perform are as follows:

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- Install user requested data communications hardware and software
- Maintain effective documentation regarding the network configurations within the command
- Provide support in maintaining the Command's Ethernet and Gigabit Ethernet Local Area Network (LAN)
- Provide Agency support in planning and installing new communications technologies
- Maintain effective documentation regarding the Ethernet LAN/ATM Wide Area Network (WAN) configurations
- Provide technical support to over 6,000 users who access the computer systems
- Install computer/communications cable from the computer room and punch-down block locations with the Command to various locations.
- Configure internal and external switches.
- Maintain documentation covering the entire Command to include the TriPrime Clinics (TPCs) and Branch Medical Clinics (BMCs), and support activities cabling diagrams and document changes in hardware configuration or placement. Troubleshoot, inspect, repair, and replace parts to computer cabling configurations throughout the entire medical facility. Trace problems and repair broken or frayed wire, proper electrical contacts, and connections.
- Survey installation area to determine requirements, materials and work methods to install, or modify computers and peripheral equipment. Isolate future problems. Replace and reconfigure all malfunctioning routers, switches and internal CSU/DSUs.
- Notify vendors of software/hardware problems and the need for maintenance, and provide technical support to correct hardware or communications problems. Test installed equipment connected via Ethernet, twisted pair, single and multimode fiber.
- Trace circuits and replace parts as necessary.
- Provide technical support in receipt and shipment of computer/network hardware and reconcile inventory records. Participate in conducting hardware inventories using an automated inventory system as directed.
- Provide technical support to functional users in identifying any hardware/communications problems they may encounter.
- Identify necessary supplies to be ordered such as cables and other necessary communications equipment.
- Monitor, diagnose, and troubleshoot network traffic and protocols using a network sniffer, tcpdump or Packeteer device.
- Install, maintain/document, and configure/expand network cable plant.
- Maintain HP OpenView, Network Management Information System (NMIS) software, MRTG and What's Up Gold management platform.
- Network configuration management.
- Install, configure, and manage network applications and hardware, to include, routers, switches, firewalls and any other network topology equipment.
- Responsible for complex tasks relating to network monitoring, operations, multi-user environments, installation of local, off-site and/or remote locations.
- Responsible for installation, maintenance and usage of the LAN. Manages LAN/WAN performance and maintains LAN/ WAN security. Installs network software.
- Experience working with each of the following data communications protocols as related to networking: OSPF, TCP/IP, Ethernet 802.3 CSMA/CD, 802.11i, LDAP, DHCP, DNS
- Cabling (shielded/unshielded TP, fiberoptic)

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- Strong Experience working with Ethernet and Gigabit Ethernet topologies.
- Basic Experience working with Multi-mode 62.5/125-fiber optic cable installation to include termination, polishing and testing, methods and techniques.
- Working knowledge for the installation, termination and testing of all categories of unshielded twisted pair (UTP), shielded twisted pair (STP) and coaxial cable.
- Knowledge in troubleshooting methods and procedures and the taking of corrective action on 56K, T1, bundled T-1, OC3, and data circuits to include any attached peripheral devices.
- Experience working with a 10 Gigabyte SMLT full-mesh Nortel core, with dual one Gigabit links to the edge switches
- Working knowledge and have 1 year configuration experience with the following equipment: Nortel 5500 series switches, Nortel Ethernet Routing Switch 8600 series, Cisco 6500 series layer 3 switch.
- Experience working with Cisco FWSM operating in a Multi Context Mode with various bridging and routing firewalls and multiple DMZs.
- Experience working with the Foundry ServerIron GT-C2404CF
- Experience working with Bluecoat SG-800 web cache server
- Experience working with Juniper SA 4000 VPN
- Experience working with Juniper Netscreen Model 5GT, 5XT and 204 models configured with Policy Based Routing (PBR) over Route Based VPN tunnels.
- Experience working with the Juniper SSG 20 and SSG 340 router/VPN
- Experience working with the McAfee Intrusion Protection System (IPS) Intrushield I-2600
- Test, troubleshoot, and resolve conflicts encountered in basic network communication
- Leads a group of engineers, analysts, and/or technicians assigned for the duration of a project. Functions as technical lead of a group of engineers associated with network design, engineering implementation and operational support

The contractor requires a minimum, four year's experience, of which at least three must be specialized experience in one or more of the following areas: network routing and switching hardware, network design, installation and support. Additionally, the incumbent must have a minimum Cisco Certified Network Professional (CCNP) certification that is not more than two years old.

### **Network/System Security Engineering**

Under general supervision, the Contractor holds primary responsibility for defining, coordinating and monitoring the hospital's information system security environment and investigating suspected violations of information security policies. The Contractor shall provide support to the hospital's client server environment through research, testing, and evaluation of computer security products and procedures to provide a reliable and secure computing environment.

- Consult with site staff to collect all system-related information necessary to prepare for intrusion detection system installation; configuration, and maintenance;
- Assesses site systems for the appropriate network and operating system software version levels and research and recommend appropriate patch levels as required;
- Demonstrates the operation and management of the intrusion detection system;
- Review current and future network security design and recommend secure configurations to appropriate administrators;

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- Monitor corporate network ingress and egress points for potential intrusions or other unsolicited connection attempts;
- Assist in the development, periodic review and implementation of IMD security policies/guidelines/standard as requested by site staff;
- Design and implement defense-in-depth security procedures that utilize firewalls, host and network based intrusion detection systems and other security devices to ensure highest levels of security are maintained;
- Determines applicability, system responsibility, and required compliance procedures for DOD IAVA and reports compliance status to command designated reporting agent.

### **Information Assurance Engineering**

The contractor shall be responsible for planning, analyzing and designing systems enterprise wide. Shall have the expertise to develop and recommend technical solutions to highly complex network, platform and system problems. The contractor must have the ability to conduct secure system engineering and development, to include system security. Also, the contractor shall be responsible for the design of test beds for advanced hardware and software solutions

### **Telecom Engineering**

The contractor shall have the ability to perform highly complex network engineering task to include planning, designing, development and modifications of current network systems. The contractor shall have the ability to install, implement, operate and maintain a wide variety of communications software/protocols, for example Ethernet.

### **Senior Digital Designer**

**Under limited supervision, uses knowledge of current graphic design software to produce graphic art and visual materials for websites. Generates and manipulates graphic images, animations, sound, text and video into consolidated and seamless multimedia programs. Must remain abreast of technological advances in the field and be able to identify areas of use in the organization. Position responsibilities include providing solutions for multiple projects with varying schedules with planning at the project/product level. Utilize Adobe Photoshop, Adobe Illustrator CS5, Adobe InDesign CS5, Adobe Acrobat 9 Pro, Dreamweaver, PaintShop Photo Pro, Visio, Docu40, Macromedia Flash, 3D Studio Max; Adobe PageMaker; Adobe Fireworks (CS5), HTML, Dynamic HTML (DHTML), CGI Scripting with Perl, XML, Active Server Pages (ASP), and similar products or techniques to accomplish tasks. A great deal of creativity and latitude is expected. Interacts daily with supervisor, peer groups, and customers; interaction normally involves exchange or presentation of factual information.**

### **SCOPE:**

**Performs assignments in the form of objectives and establishes goals to meet outlined objectives. Work is reviewed by management to measure objectives. Exercises judgment within generally defined practices and policies in selecting methods and techniques for obtaining solutions. Failure to achieve results may cause delays in**

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**schedules.**

**REQUIRED EDUCATION/CERTIFICATIONS:**

**4+ years of web designing experience. Certified Internet Webmaster (CIW) Associate, Security+ certifications.**

**DESIRED SKILLS:**

**Knowledge of the Remedy ticketing system.**

**The position requires a Public Trust clearance and in accordance to obtain it, the candidate must be US Citizen.**

**General Certification Requirement (applies to all positions)**

**The Information Assurance Workforce (IAWF) requirements and certifications categorize employees into one of the following categories: IAT I-III, IAM I-III, and IASAE I-III. Depending on the assigned categories, they must have specific certifications, maintain certification throughout employment and also continue education by attending training to enhance/continue performing at the required level.**

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**4.0 Training**

The contractor shall provide information and training on any new or updated version of software applications. The training sessions shall be on an informal briefing nature, not formal classroom instruction. The contractor shall assist with training of personnel when the IMD designated system administrator is not available.

**5.0 Team Membership**

The contractor will work as part of a dynamic team comprised of Government and other contract personnel. Team members may be required to work singly or collectively to satisfy requirements or resolve associated technical issues. Team emphasis shall be placed on individual team members understanding of the specific functional requirement and the defined solution. Off hours on call duty will be required of all team members and rotated throughout the team.

**6.0. Level of Effort**

All support shall be full-time (8 hour day, 5 day week, 40 man-hours) with the exception of the Help Desk team. The primary function of the Help Desk team is to provide around the clock coverage (7x24 including holidays). The following schedule shall be followed when staffing these stations.

Help Desk team

First Shift	0600 – 1600	4 stations
Second Shift	1600 – 2400	1 station
Weekend shift	0630 – 1430	1 station

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One on call station 2400– 0600 shall be available for the contractor to respond to urgent calls. In addition to laptops, the Government will provide cell phones (air time card), Blackberry devices, or pagers to perform these duties.

**Based on prior history for the same/similar services and in consideration of the effort anticipated to be performed herein, the contractor may anticipate that contract performance could involve the following labor categories and staffing levels.**

**It should be noted that the proposed requirement is Firm Fixed Price (FFP) performance based. The Government estimate is provided for information purposes only and is included to serve as a reference for prospective offerors to better understand the overall magnitude of the effort. Therefore, Offerors have the latitude to propose both quantity and mix of labor in accomplishing the requirements identified within the Statement of Work in a high quality, efficient, and cost effective manner.**

**Travel will be reimbursed as an incurred cost in accordance with Joint Travel Regulations (JTR). ODC's in a NTE amount are shown in the schedule for each year of the contract and shall be used for proposal purposes.**

**Full Time Equivalent (FTE) = 1860 hours**

**Estimated Labor Requirements: (including misc. expenses)**

<b>Labor Category</b>	<b>Proposed Hours</b>	<b>Basis of Estimate</b>
Help Desk Specialist	11,160.00	6 FTE x 12 Months
Installation Technician / Warehouse Team	5,580.00	3 FTE x 12 Months
Database Engineer / Administrator	1,860.00	1 FTE x 12 Months
Software Engineer / Sever Team Support	5,580.00	3 FTE x 12 Months
Computer Specialist / Web Designer	1,860.00	1 FTE x 12 Months
Network Engineer	5,580.00	3 FTE x 12 Months
Network/System Security Engineer	620.00	1 FTE x 4 Months
Senior Information Assurance Engineer	620.00	1 FTE x 4 Months
Information Assurance Engineer	1,860.00	1 FTE x 12 Months
System Architect / Senior Web Designer	1,860.00	1 FTE x 12 Months

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Senior Telecom Engineer / System Engineer	3,720.00	2 FTE x 12 Months
Telecom Engineer	620.00	1 FTE x 4 Months
Task Manager / User Function Specialist	620.00	1 FTE x 4 Months
Project Manager	2.00	
Senior Management Analyst	4.00	
Senior Quality assurance Manager	90.00	
Junior Information Assurance Manager	30.00	
Senior Configuration Management Specialist	10.00	
Facilitator	20.00	
<b>Total Labor</b>	<b>41,696.00</b>	

**ODCs** (to include 79 days of training / see below)

**Estimated Training Required per Year:**

20 Days	Certification Training in Citrix
30 Days	Certification Training in Windows Server 2003 Classes
29 Days	Cert Training in A+ Hardware, A+ Software & Web Page Design

**The classes are taught in four (4) general locations. California (LaJoya & San Jose), Texas (Plano & Round Rock) and locally within the Tidewater area.**

**Additional Labor Requirement**

<b>Labor Category</b>	<b>Proposed Hours</b>	<b>Basis of Estimate</b>
Senior Digital Designer	1,860	1 FTE x 12 Months

**7.0. SPECIAL REQUIREMENTS**

Government Furnished Facilities

The Government will provide office facilities, equipment, and materials for daily business use of staff called for under this order. This shall include office space, desk, telephone, chair, computer, shared printer, and requisite consumable materials.

The contractor will be provided keys or codes for access to the Government facility. These keys and codes shall be controlled tracked, and protected.

Government Furnished Property

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Contractor shall maintain a detailed inventory accounting system for Government Furnished Property. For training requiring contractor travel, laptops may be provided by the Government for matters pertaining to the training course only. Blackberry devices/Cellphones/Pagers may also be provided to contractor personnel in order to receive prompt response for trouble calls. The contractor must keep an accounting/financial system that must specify (as a minimum) product description (make, model), Government tag number, date of receipt, name of recipient, current location, purchase cost (if the estimated value is provided by the Government), and the reason under which the equipment is being used. This financial report shall be submitted to the Government in accordance with paragraph 9.11.

### Phase-In and Phase-Out Provisions

The contractor shall provide an updated plan describing actions, plans, and procedures to ensure; (1) a smooth transition from contract award to full operational status, and (2) a smooth transition from current contract performance to performance by a different contractor in a follow-on period. Phase-out plans shall include provisions for completion of appropriate Contractor responsibilities should there be a contract termination proceeding. In the case of a position vacancy, it is required that the position be filled within a 30 day time period.

### Phase-In

The contractor shall assume total responsibility for all operations required by this contract as of the first day of the contract period. Therefore, on the initial day of performance, the Contractor shall provide a work force, which is fully qualified and capable of performing all work required under this contract.

Following award of the contract, the awardee shall participate in a Post Award Conference with the customer. The Post Award Conference will be done at least ten (10) business days prior to project start date. Following this event, the Contractor shall prepare a detailed Phase-In plan for assuming responsibility and accountability when working on a Government site. The Phase-In plan is due on the first day of the contract period.

The Phase-In plan will propose the contractor's updated technical and project management approaches, project organization, staffing plan, personnel duties, and concept of operations. The Phase-In plan will form the basis for discussion at the Project Start Meeting, as discussed in paragraph 9.0 Deliverables. The contractor shall propose appropriate report format for all required documents in a separate section of the Phase-In.

### Phase-Out

- a. The contractor shall present an updated detailed plan for any phase-out period, regardless of precipitating reasons. The plan shall include procedures for minimizing impact on contract performance.
- b. The Contractor's Phase-Out Plan shall:
  - (1) Present procedures for retaining the required staffing level (including Key personnel) necessary to provide complete contractual support through expiration of the contract.

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- (2) Describe in detail how responsibility and accountability will be relinquished for all Government furnished equipment.
- c. The Contractor shall coordinate his/her activities with the incoming Contractor to effect a smooth and orderly transition at the end of the contract period.
- d. The Contractor shall remove all Contractor-owned equipment, tools, parts, and belongings from the Government-furnished spaces by COB on the last performance day of the contract.

### IT Compatibility Requirements

All telecommunications network designs shall make maximum use of existing, telecommunications infrastructure. All MHS system modifications and new development will comply with the latest version of the DoD Joint Technical Architecture and any other DoD and MHS technical standards and policies. The goal of the MHS architectural framework is to use the Defense Information Infrastructure Common Operating Environment (DII COE) to support the MHS, as required. The MHS will emphasize both software reuse and interoperability and incorporate the DII COE concepts as applicable.

All new systems development and new development in deployed migration systems will use DoD data standards in accordance with PDASD - HA policy memo, "Use of DoD Standards in MHS Migration Systems," of 11 March 1996.

## **8.0. PERIOD OF PERFORMANCE**

The period of performance for contractor support will be 1 October 08 through 30 September 09, with 4 option years.

## **9.0. DELIVERABLES**

9.1 All deliverables shall be submitted to the TOM, listed in paragraph 2.0 of this attachment.

9.2 Method of Delivery. Electronic copies shall be delivered using Microsoft Office suite of tools (for example, MS WORD, MS EXCEL, MS POWERPOINT, MS PROJECT, or MS ACCESS format), unless otherwise specified by the TOM. Electronic submission shall be made via email, unless otherwise agreed upon with the TOM. Oral status reports may also be requested periodically.

9.3 Government Acceptance Period. The TOM will have five (5) workdays to review draft deliverables and make comments. The Contractor shall have two (2) workdays to make corrections. Upon receipt of the final deliverables, the TOM will have two (2) workdays for final review prior to acceptance or providing documented reasons for non-acceptance. When the Government fails to complete the review within the review period, the deliverable will become acceptable by default.

The TOM will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained the Contractor's accepted proposal. In the event of a rejected deliverable, the Contractor shall be notified in writing by the TOM of the specific reasons for rejection. The Contractor shall have five (5) workdays to correct the rejected deliverable and return it per delivery instructions.

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The contractor shall produce the following deliverable products in accordance with the schedule set forth in paragraph.

9.4 Project Start Meeting. The contractor will provide a project start meeting on-site at the Government's location, NMC Portsmouth-IMD, no later than 10 days after project start or at a date and time that is convenient to, and agreed upon by, all parties. The project start meeting topics will include: (1) Project organization; (2) Project requirements (including staffing, and any clarifications of minimum personnel qualifications); (3) Concept of operations (including regular and emergency work conditions); (4) Reporting requirements (including format, content and structure;) (5) Identification of key NMC Portsmouth IMD and contractor personnel. All key contractor and NMC Portsmouth IMD personnel will attend (6) Further elaboration on deliverables (including format and answering any questions/concerns).

9.5 Project Start Meeting Report. The contractor will provide the TOM a Project Start Meeting Report no later than 5 working days after the project start meeting. The contractor will provide this report in both hardcopy and softcopy.

9.6 Technical and Management Plan (TMP). The contractor shall provide the TOM a Technical Management Plan. The TMP will propose the contractor's technical and project management approaches, project organization, staffing plan, personnel duties, and concept of operations. The draft TMP will be submitted no later than 10 working days after project commencement, and will form the basis for discussion at the Project Start Meeting. The contractor shall propose appropriate report format for all required documents in a separate section of the TMP. The contractor shall provide a draft TMP in both hard copy and soft copy. NMCP-IMD will approve/disapprove the form and format of this plan and provide comments within 10 working days of receipt. The contractor shall incorporate comments within 10 working days of receipt.

9.7 Monthly Project In-Progress Review (IPR). The contractor will provide NMC Portsmouth IMD a monthly project IPR no later than the 20th day of the month. The IPR shall be a formal review whereby the contractor will discuss matters such as project requirements, current and planned project activities, contract personnel status, and problems encountered or anticipated, that may affect project price, scope and/or schedule.

9.8 Progress/Status Meeting Report. The contractor will provide TOM a Progress/Status Meeting Report no later than the 5th working day following the end of each month in both hardcopy and softcopy. The report will be in response to questions/concerns from the previous monthly IPR and also provide projections for monthly a lead in.

9.9 Phase-In Plan. The contractor shall provide a draft Phase-In plan in both hard copy and soft copy. NMCP-IMD will approve/disapprove the form and format of this plan and provide comments within 10 working days of receipt. The contractor shall incorporate comments within 10 working days of receipt.

9.10 Phase-Out Plan. The contractor will provide a Phase-Out Plan no later than 30 days after the project start date. The Phase-Out Plan shall present procedures for retaining the required staffing level necessary to provide complete contractual support through expiration of the contract. In addition, it should describe in detail how responsibility and accountability would be relinquished for all

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Government furnished equipment.

9.11 Performance and Cost Report. The contractor will provide NMC Portsmouth IMD a monthly Performance and Cost Report in SC. The first submission will be made not later than the 20th day of the month in the month after project commencement. Subsequent report submissions will occur monthly, no later than the 20th day of the month. The contractor also shall maintain a financial inventory accounting system for Government Furnished Equipment, Government Furnished Software, and other Government Furnished Tools, and provide the TOM information necessary to manage this task. This report will be presented at the monthly IPR.

9.12 Monthly Progress Reports. The contractor will provide NMCP Portsmouth IMD Task Manager with monthly status reports. The reports will be due by the 20th of each month and will be the basis of the monthly IPR. The report shall include the project title, name of person assigned task, objective, status.

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## 10.0. SUMMARY SCHEDULE OF MILESTONES AND DELIVERABLES

<u>Milestone/Deliverable</u>	<u>Responsibility</u>	<u>Date</u>
Project Start (PS) Phase-In Plan IMD/CONTRACTOR	NMC PORTSMOUTH	TBD
Project Start Meeting following PS	CONTRACTOR	10 <sup>th</sup> Working day
Updated Phase-Out Plan	CONTRACTOR	30 days after PS
Project Start Meeting Report following PS	CONTRACTOR	15th Working Day
Monthly Project In-Progress month Review (IPR)	NMC PORTSMOUTH IMD/Contractor	20th day of the
Monthly Performance and month Cost Report	CONTRACTOR	20th day of the
Progress/Status month Meeting Report following the end of the Month	CONTRACTOR	5th day of the
Monthly status report monthly IPR)	CONTRACTOR	20 <sup>th</sup> Working Day (Presented at
Monthly progress report month monthly IPR)	CONTRACTOR	20 <sup>th</sup> day of the  (Presented at

## 11.0 Electronic Security

11.1 Contractor Information Systems (IS)/networks that are involved in the operation of systems in support of the DoD Military Health System shall operate in accordance with controlling laws, regulations, and DoD policy.

11.2 Certification & Accreditation (C&A) requirements apply to all DoD and contractor's IS/networks

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that receive, process, display, store or transmit DoD information. The contractor shall comply with the C&A process for safeguarding SI. Certification is the determination of the appropriate level of protection required for IS/networks. Certification also includes a comprehensive evaluation of the technical and non-technical security features and countermeasures required for each system/network.

11.3 Accreditation is the formal approval by the government to operate the contractor's IS/networks in a particular security mode using a prescribed set of safeguards at an acceptable level of risk. In addition, accreditation allows IS/networks to operate within the given operational environment with stated interconnections; and with appropriate level of protection for the specified period.

11.4 The contractor shall comply with C&A requirements, as specified by the government that meet appropriate DoD Information Assurance requirements. The C&A requirements shall be met before the contractor's system is authorized to access DoD data or interconnect with any DoD IS/network that receives, processes, stores, displays or transmits DoD data. The contractor shall initiate the C&A process by providing the Contracting Officer, within 60 days following contract award, the required documentation necessary to receive an Approval to Operate (ATO). The contractor shall make their IS/networks available for testing, and initiate the C&A testing four months (120 days) in advance of accessing DoD data or interconnecting with DoD IS/networks. The contractor shall ensure the proper contractor support staff is available to participate in all phases of the C&A process. They include, but are not limited to:

- Attending and supporting C&A meetings with the government
- Supporting/conducting the vulnerability mitigation process
- Supporting the C&A Team during system security testing

11.5 Contractors must confirm that their IS/networks are locked down prior to initiating testing.

- Conformation of system lock down shall be agreed upon during the definition of the C&A boundary and be signed and documented as part of the System Security Authorization Agreement (SSAA)
- Locking down the system means that there shall be no changes made to the configuration of the system (within the C&A boundary) during the C&A process

11.6 Any re-configuration or change in the system during the C&A testing process will require a re-baselining of the system and documentation of system changes.

11.7 Vulnerabilities that have been identified by the government as "must-fix" issues during C&A process must be mitigated according to the timeline identified by the Government Representative. C&A Checklists are provided for complying DoD C&A requirements. Reference material and C&A tools may be obtained at: [http://www.tricare.osd.mil/tmis\\_new/ia.htm](http://www.tricare.osd.mil/tmis_new/ia.htm).

11.7.1 A request for a waiver to the C&A requirements may be submitted for temporary testing and other usual circumstances. A waiver request must be submitted, in writing, to the Designated Approving Authority (DAA). The request must include mitigation strategies that ensure adequate protection measures and security controls are in place (for example: air gapping a testing network).

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11.8 Information Assurance Vulnerability Management (IAVM). The contractor shall implement an information assurance vulnerability management program. The DoD IAVM program provides electronic security protections against known threats and vulnerabilities. The IAVM program requires the registration of AIS system assets, which then allows for the timely dissemination of critical vulnerability information. It also assists in the documentation and tracking of compliance, providing increased electronic security to MHS systems. As part of the program, the contractor shall provide a primary and secondary point of contact in the Vulnerability Management System (VMS) and to the MHS Information Assurance Vulnerability Alert (IAVA) Monitor. The point of contact shall provide, upon receipt of a vulnerability message, an acknowledgment of receipt via the VMS. The contractor shall thoroughly test all mitigations for the vulnerability, and upon applying the mitigation to the system, report compliance in the VMS. Receipt and compliance messages to the government shall occur within the stipulated time window, as stated in the vulnerability message or in the VMS.

11.8.1 The contractor shall ensure AIS assets that are under development are registered in the VMS and have all applicable electronic patches installed for the system (1) when the system is delivered to the Government, or (2) if the AIS assets are used to store or process Government data prior to delivery (such as when being used in testing and development).

11.8.2 Guidance regarding the requirement for IAVM is contained in the DoD Information Assurance Vulnerability Alert (IAVA) December 30, 1999 memorandum and Chairman of the Joint Chiefs of Staff Manual (CJCSM) 6510.01 (Appendix A to Enclosure B) provides additional reference information. Implementation is addressed in the Defense Information Systems Agency (DISA) IAVA Process Handbook, Version 2.1, June 11, 2002. An asset is defined as any hardware device, such as a router, firewall, server, or an operating system image accessed by more than one user. Primary servers and the workstations that they support are assets that must be registered in the VMS. The DISA VMS web enabled application is used to disseminate IAVAs, Information Assurance Vulnerability Bulletins (IAVBs), and Information Assurance Technical Advisories down to the System Administrator (SA) and applicable personnel throughout the chain of command.

11.8.3 The contractor shall maintain any development environments in accordance with TMA Information Assurance IA best practices and operational requirements. During product development for the government, the contractor shall ensure that all IA mitigation strategies have been applied to the development environment prior to any Government data being loaded onto any assets or software for testing or delivery.

11.8.4 IA mitigation strategies include security updates, service packs, and changes to operating procedures as physical and cyber vulnerabilities are detected. Operating system, routers, servers, development platforms and the application being delivered to the government shall be in compliance with all known applicable Department of Defense Computer Emergency Response Team (DoD-CERT) Alert, Bulletin, and Technical Advisory Notices published during the past 36 months.

11.8.5 Disposing of Electronic Media. Vendors shall follow the DoD standards, procedures, and use approved products to dispose of unclassified hard drives and other electronic media, as appropriate, in accordance with DoD Memorandum "Disposition of Unclassified Computer Hard Drives," June 4, 2001. Vendors are required to also follow DoD guidance on sanitization of other internal and external media components in DODI 8500.2 "Information Assurance (IA)

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Implementation," 6 Feb 2003 (see PECS-1 in enclosure 4 Attachment 5) and DoD 5220.22-M "Industrial Security Program Operating Manual (NISPOM)," (Chapter 8).

11.9 Ports Protocols and Services. Vendors shall follow all current DoD and Defense Information Systems Agency (DISA) standards and requirements for acceptable Ports, Protocols, and Services. Any requests for exception to using the current DISA Ports, Protocols, and Services standards requires an request for exception sent through the Program Manager to the DAA.

11.10 Public Key Infrastructure and Encryption. Vendors shall follow the DoD standards, policies, and procedures related to the use of Public Key Infrastructure (PKI) certificates and biometrics for positive authentication. Where interoperable PKI is required for the exchange of unclassified information between DoD and its vendors and contractors, industry partners shall obtain all necessary certificates. Vendors must turn over to the Government all encryption keys for deployed systems, backdoor algorithms, and procedures for their use in remote support. The Vendor must provide a written report detailing all of the above, prior to task order expiration, regardless of modifications or extensions.

11.11 Information Systems (IS)/Networks Physical Security. The contractor shall employ physical security safeguards for IS/Networks involved in processing or storage of Government Data to prevent the unauthorized access, disclosure, modification, destruction, use, etc., and to otherwise protect the confidentiality and ensure use conforms with DoD regulations. In addition, the contractor will support a Physical Security Audit performed by the Government of the contractor's internal information management infrastructure. The contractor shall correct any deficiencies identified by the Government of the contractor's physical security posture. The contractor shall be required to follow all requirements in the MHS Information Assurance Policy. New MHS policies will be posted to the following website: [http://www.tricare.osd.mil/tmis\\_new/IA.htm](http://www.tricare.osd.mil/tmis_new/IA.htm).

11.12 Special Requirements for Protected Health Information. Whenever a contract is awarded that requires the vendor to collect, use, copy, access or store Protected Health Information (PHI) in commercial office space, the contractors must:

1. Notify the TOM.
2. Sign a Data Use Agreement (DUA). If access and/or extraction of PHI is required from a DoD AIS for any reason, the contractor must request and receive an approval of the DUA prior to accessing, extracting, copying, or storing information to or from any DoD AIS. The DUA must be approved by the TOM before PHI may be used by the contractor as stated above. The contractor shall only request access to the minimum amount of data required to achieve the objectives outlined and specified in the DUA. Once a DUA is approved, the contractor must fully comply with all terms and conditions stated therein. The DUA is a separate contract with its own terms and conditions. The contractor shall only retain the data for the minimum amount of time required to achieve the objectives outlined and specified in the DUA. DUAs are active at a maximum, for one year, and at the expiration of which the contractor must renew it or submit a Certificate of Data Destruction to the TOM.
3. Comply with all HIPAA requirements.
4. Follow all DUA and DoD requirements for secure disposal, destruction, and/or sanitization of all equipment that contained PHI.

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The contractor shall ensure that data which contains PHI is continuously protected from unauthorized access, use, modification, or disclosure. The contractor shall comply with all previously stated requirements for HIPAA, Personnel Security, Electronic Security, and Physical Security.

#### Dissemination of Information/Publishing

There shall be no dissemination or publication, except within and between the Contractor and any subcontractors or specified Integrated Product/Process Team (IPT) members who have a need to know, of information developed under this order or contained in the reports to be furnished pursuant to this order without prior written approval of the TOM or the Contracting Officer. TMA approval for publication will require provisions which protect the intellectual property and patent rights of both TMA and the Contractor.

#### **11.0 GOVERNMENT FURNISHED INFORMATION**

The Government will furnish on-site work spaces located in, or near, the NMC Portsmouth IMD spaces where the work is normally being performed (e.g., the software personnel may be located in IMD software work spaces that are not necessarily contiguous to the main IMD work spaces). Work will also be performed at Branch Medical Clinic sites that are within the Area of Responsibility (AOR) of the NMC Portsmouth.

The Government will provide the contractor informal software training for selected NMC Portsmouth software at the NMC Portsmouth.

All project requirements will be performed at the NMC Portsmouth and Branch Medical Clinics in the local commuting area. During the workday, the Contractor will provide transportation to other work sites in the local Portsmouth commuting area, as required. The contractor shall agree to periodic Government inspections as determined by the TOM.

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## **SECTION D PACKAGING AND MARKING**

Not applicable

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## SECTION E INSPECTION AND ACCEPTANCE

### QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) FOR SUPPORT OF MID HELP DESK

#### 1.0 PURPOSE

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this contract. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays for the acceptable level of services received.

#### 2.0 AUTHORITY

Authority for issuance of this QASP is provided under FAR 52.212-4(a), Inspection/Acceptance, which provides for inspections and acceptance of the articles, services, and documentation called for in the contract to be accomplished by the Contracting Officer or his duly authorized representative.

#### 3.0 SCOPE

The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet the quality standards set forth by the contract. The Quality Assurance Surveillance Plan (QASP) is put in place to provide Government surveillance oversight of the Contractor's quality control efforts to assure that they are timely, effective and are delivering the results specified in the contract. The QASP is not a part of the contract nor is it intended to duplicate the Contractor's Management Plan. The Government may provide the Contractor an information copy of the QASP as an Attachment to the solicitation to support the Contractor's efforts in developing its plan for maintaining the levels of quality anticipated to be delivered under the terms of the contract.

#### 4.0 GOVERNMENT RESOURCES

**Contracting Officer** – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

**Task Order Manager (TOM)** - Individual that serves as a direct conduit to provide Government guidance and feedback to the Contractor on technical matters, he or she is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

#### 5.0 METHODS OF QA SURVEILLANCE

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The below listed methods of surveillance shall be used in the administration of this QASP. The Performance-Based Matrix describes the methods of surveillance that may be used to monitor the services and deliverables to be provided under the contract.

**Customer Feedback** – Customer feedback may be obtained either from the results of formal customer satisfaction surveys or from random customer complaints or from Bio-Medical Repair Technicians (BMRT’s). Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed and must be forwarded to the TOM. The Bio-Medical Repair Technician shall maintain a summary log of all formally received customer complaints as well as a copy of each complaint in a documentation file. The BMRT’s shall also keep the tabulated results of all customer satisfaction surveys on file and shall enter the summary results into the Surveillance Activity Checklis.

**Random Monitoring** – Random telephone monitoring shall be conducted if and when deemed necessary to ensure compliance with the terms of the contract. The assigned contract TOM will conduct the random monitoring.

**Random Checks/Inspections on Completion of Workload Taskings** – Random checks will be conducted to ensure compliance with the Standard Operating Procedures (SOP). The TOM will conduct the random monitoring.

## 6.0 IDENTIFIED QA SURVEILLANCE ITEMS

The PBSC items that have been identified for surveillance are identified in the Performance-Based Matrix.

## 7.0 DOCUMENTATION

The IMD Task Order Manager will, in addition to providing documentation to the Information Management Department Supply Officer, shall maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government’s performance of the quality assurance function. All such records will be retained for the life of this contract. The assigned TOM shall forward these records to the Contracting Officer at termination or completion of the contract.

## QASP MATRIX

Deliverable or Service Requirement	Measurement/Metric	Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance	Procedures to be taken when performance standards are not met
	Compliance	Failure in more than any 3 metrics below or continued failure in any or all of the below			

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Deliverable or Service Requirement	Measurement/Metric	Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance	Procedures to be taken when performance standards are not met
		<b>performance work metrics may cause the contractor to be penalized.</b>			
PBSOW Paragraph  3.0  Specific Tasks	Services to be provided.    Timeliness & Accuracy	Stations are always manned in accordance with performance objective	2 discrepancies per month	Government representative to monitor	FAR Clause 52.212-4(a) – Inspection/Acceptance
PBSOW Paragraph  3.0  Specific Tasks	Services to be provided.    Timeliness & Accuracy	<b>Abandoned Calls:</b>  The contractor shall maintain a minimum occurrence of abandoned calls (i.e. customer calls that have not been forwarded for further action or have been hung up by the Help Desk associate)    Out of every 20 surveys received, 19 shall have a Satisfactory rating or better for customer service.	95%	Government representative to monitor and customer feedback	FAR Clause 52.212-4(a) – Inspection/Acceptance
PBSOW Paragraph  3.0  Specific Tasks	Services to be provided.    Timeliness & Accuracy	Customer Service Request tickets for all system and network server issues will be resolved expeditiously according to	95%	Government representative to monitor and customer feedback	FAR Clause 52.212-4(a) – Inspection/Acceptance

Deliverable or Service Requirement	Measurement/Metric	Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance	Procedures to be taken when performance standards are not met
		<p>priority with impact on patient care receiving the highest priority.</p> <p>Out of every 20 surveys received, 19 shall have a Satisfactory rating or better for customer service.</p>			
<p>PBSOW Paragraph</p> <p>3.0 Specific Tasks</p>	<p>Service to be provided</p> <p>Timeliness</p>	<p>Provide support for field issues with no more than 30 minute initial response time.</p> <p>Out of every 20 surveys received, 19 shall have a Satisfactory rating or better for customer service.</p>	95%	Government representative to monitor and Customer Feedback	FAR Clause 52.212-4(a) – Inspection/Acceptance
<p>PBSOW Paragraph</p> <p>10.0</p>	<p>Services to be provided.</p> <p>Timeliness &amp; Accuracy</p>	<p><b>Deliverables:</b></p> <p>Performed in accordance with the SOW, all discrepancies shall be corrected within the specified time.</p> <p>One survey to be conducted,</p>	100%	Government representative to monitor	FAR Clause 52.212-4(a) – Inspection/Acceptance

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<b>Deliverable or Service Requirement</b>	<b>Measurement/Metric</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level (AQL)</b>	<b>Method of Surveillance</b>	<b>Procedures to be taken when performance standards are not met</b>
		contractor is either in compliance or not.			
Security Requirements Attachment	Accuracy	<p><b>Security Requirements:</b></p> <p>Contractor to comply with all Security Requirements</p> <p>A survey to be conducted as required, contractor is either in compliance or not.</p>	100%	Government representative to monitor	FAR Clause 52.212-4(a) – Inspection/Acceptance
COI Attachment	Accuracy	<p><b>Conflict of Interest:</b></p> <p>Contractor to comply will all Conflict of Interest requirements</p> <p>A survey to be conducted as required, contractor is either in compliance or not.</p>	100%	Government representative to monitor	FAR Clause 52.212-4(a) – Inspection/Acceptance
HIPPA Attachment	Accuracy	<p><b>Business Associate Agreement:</b></p> <p>Contractor to comply with the stated Business Associate Agreement.</p> <p>A survey to be conducted as</p>	100%	Government representative to monitor	FAR Clause 52.212-4(a) – Inspection/Acceptance

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<b>Deliverable or Service Requirement</b>	<b>Measurement/Metric</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level (AQL)</b>	<b>Method of Surveillance</b>	<b>Procedures to be taken when performance standards are not met</b>
		required, contractor is either in compliance or not.			

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## SECTION F DELIVERABLES OR PERFORMANCE

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

2000	10/1/2008 - 9/30/2009
3000	10/1/2008 - 9/30/2009
5000	10/1/2009 - 9/30/2010
5001	10/1/2010 - 9/30/2011
5002	10/1/2011 - 9/30/2012
5003	10/1/2012 - 9/30/2013
5004	10/1/2013 - 3/31/2014
6000	10/1/2009 - 9/30/2010
6001	10/1/2010 - 9/30/2011
6002	10/1/2011 - 9/30/2012
6003	10/1/2012 - 9/30/2013
6004	10/1/2013 - 3/31/2014

### CLIN - DELIVERIES OR PERFORMANCE

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

2000	10/1/2008 - 9/30/2009
3000	10/1/2008 - 9/30/2009
5000	10/1/2009 - 9/30/2010
5001	10/1/2010 - 9/30/2011
5002	10/1/2011 - 9/30/2012
5003	10/1/2012 - 9/30/2013
5004	10/1/2013 - 3/31/2014
6000	10/1/2009 - 9/30/2010
6001	10/1/2010 - 9/30/2011
6002	10/1/2011 - 9/30/2012
6003	10/1/2012 - 9/30/2013
6004	10/1/2013 - 3/31/2014

Services to be performed hereunder will be provided at:

Portsmouth Naval Medical Center  
Information Technology Division  
620 John Paul Circle  
Portsmouth, VA 23708

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## SECTION G CONTRACT ADMINISTRATION DATA

### INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 2008)

Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide

Area Work Flow -- Receipt and Acceptance (WAWF):

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).

WAWF Vendor "Quick Reference" Guides are located at the following web site:

<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

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.

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

Issuing Office DoDAAC: N00189

Admin DoDAAC: N00189

Acceptor DoDAAC: N00183

LPO DoDAAC: N00183

Pay DoDAAC: HQ0339

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

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

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

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

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

Name: Carissa Holland  
Address: Fleet and Industrial Supply Center, Norfolk  
1968 Gilbert Street, Suite 600  
Norfolk, VA 23511  
Phone: 757-443-1338

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

Name: Matt Aponte  
Address: Fleet and Industrial Supply Center, Norfolk  
1968 Gilbert Street, Suite 600  
Norfolk, VA 23511  
Phone: 757-443-1416

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of

invoices and final audit of the contract prior to final payment to the contractor.

Name: N/A  
Address:  
Phone:

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

Name: DFAS Columbus Center, West Entitlement  
Address: P.O. Box 182381, Columbus, OH 43218-2381  
Phone: 1-800-756-4571

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

- a. Liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work;
- c. The statement of work for delivery/task orders placed under this contract.

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- d. An independent government estimate of the effort described in the definitized statement of work;
- e. Quality assurance of services performed and acceptance of the services or deliverables;
- f. Government furnished property;
- g. Security requirements on Government installation;
- h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
- i. Certification of invoice for payment.

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

TOM Name: Betty Fisher (PH: 757-953-6118)  
Address: Management Information Department  
Portsmouth Naval Medical Center  
620 John Paul Jones Circle  
Portsmouth, VA

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

ATOM Name: N/A  
Address:  
Phone:

(End of text)

Accounting Data

SLINID	PR Number	Amount
2000	N0018308RC00906	2143766.04
LLA :		
AA 9790130 188E 000 68908 0 068688 2D QMI001 0018391H303Q		

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Standard Number: N0018309RQMI001

3000 N0018308RC00906 30990.00  
 LLA :  
 AA 9790130 188E 000 68908 0 068688 2D QMI001 0018391H303Q  
 Standard Number: N0018309RQMI001

BASE Funding 2174756.04  
 Cumulative Funding 2174756.04

MOD 03

5000 N0018309RC00933 2207769.00  
 LLA :  
 AB 9700130 188E 000 68908 0 068688 2D QM9003 0018301H303P  
 Standard Number: N0018310RQM9003

6000 N0018309RC00933 32230.00  
 LLA :  
 AB 9700130 188E 000 68908 0 068688 2D QM9003 0018301H303P  
 Standard Number: N0018310RQM9003

MOD 03 Funding 2239999.00  
 Cumulative Funding 4414755.04

MOD 04

5001 N0018311RQM9001 2273688.96  
 LLA :  
 AC 9710130 188E 000 68908 0 068688 2D QM9001 0018311H303Q  
 Standard Number: N0018311RQM9001

6001 N0018311RQM9001 33510.00  
 LLA :  
 AC 9710130 188E 000 68908 0 068688 2D QM9001 0018311H303Q  
 Standard Number: N0018311RQM9001

MOD 04 Funding 2307198.96  
 Cumulative Funding 6721954.00

MOD 05

5002 N0018312RQM9018 2447424.00  
 LLA :  
 AD 9720130 1882 000 68908 0 068688 2D QM9018 0018321H6A4Q  
 Standard Number: N0018312RQM9018

6002 N0018312RQM9018 35270.00  
 LLA :  
 AD 9720130 1882 000 68908 0 068688 2D QM9018 0018321H6A4Q  
 Standard Number: N0018312RQM9018

MOD 05 Funding 2482694.00  
 Cumulative Funding 9204648.00

MOD 06

5003 N0018313RQM9001 2520498.00  
 LLA :  
 AE 9730130 1882 000 68908 0 068688 2D QM9001 0018331H6A4Q

6003 N0018313RQM9001 36280.00  
 LLA :  
 AE 9730130 1882 000 68908 0 068688 2D QM9001 0018331H6A4Q

MOD 06 Funding 2556778.00  
 Cumulative Funding 11761426.00

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MOD 07

5004        N0018314RQM9018            1260249.00  
LLA :  
AF 9740130 1882 000 68908 0 068688 2D QM9018 0018341H304Q  
Standard Number: N0018313RC01043

6004        N0018314RQM9018            18140.00  
LLA :  
AF 9740130 1882 000 68908 0 068688 2D QM9018 0018341H304Q  
Standard Number: N0018313RC01043

MOD 07 Funding 1278389.00  
Cumulative Funding 13039815.00

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### HIPPA

#### PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

(a) Definitions. As used in this clause:

Individual has the same meaning as the term "individual" in 45 CFR 164.501 and 164.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Protected Health Information has the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by The Contractor from or on behalf of The Government.

Required by Law has the same meaning as the term "required by law" in 45 CFR 164.501 and 164.103.

Secretary means the Secretary of the Department of Health and Human Services or his/her designee.

Security Rule means the Health Insurance Reform: Security Standards at 45 CFR part 160, 162 and part 164, subpart C.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103, 164.501 and 164.304.

(b) The Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.

(c) The Contractor agrees to use appropriate safeguards to prevent use or disclosure of the protected Health Information other than as provided for by this Contract.

(d) The Contractor agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits in the execution of this Contract.

(e) The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this Contract.

(f) The Contractor agrees to report to the Government any security incident involving protected

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health information of which it becomes aware.

(g) The Contractor agrees to report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract.

(h) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Contractor on behalf of the Government agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.

(i) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.

(j) The Contractor agrees to provide access, at the request of the Government, and in the time and manner designated by the Government to Protected Health Information in a Designated Record Set, to the Government or, as directed by the Government, to an Individual in order to meet the requirements under 45 CFR 164.524.

(k) The Contractor agrees to make any amendment(s) to Protected Health Information in a designated Record Set that the Government directs or agrees to pursuant to 45 CFR 164.526 at the request of the Government or an Individual, and in the time and manner designated by the Government.

(l) The Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of, the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner designated by the Government or the Secretary, for purposes of the Secretary determining the Governments compliance with the Privacy Rule.

(m) The Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(n) The Contractor agrees to provide to the Government or an Individual, in time and manner designated by the Government, information collected in accordance with this Clause of the Contract, to permit the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

#### General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, the Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy

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Rule, the Security Rule or the Department of Defense Health Information Privacy Regulation if done by the Government: [List Purposes].

#### Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

(b) Except as otherwise limited in this Agreement, the Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information to provide Data Aggregation services to the Government as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d) Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

#### Obligations of the Government

##### Provisions for the Government to Inform the Contractor of Privacy Practices and Restrictions.

(a) Upon request the Government shall provide the Contractor with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) The Government shall provide the Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the Contractor's permitted or required uses and disclosures.

(c) The Government shall notify the Contractor of any restriction to the use or disclosure of Protected Health Information that the Government has agreed to in accordance with 45 CFR 164.522.

#### Permissible Requests by the Government

The Government shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Contractor as otherwise permitted by this clause.

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## Termination

Termination. A breach by the Contractor of this clause, may subject the Contractor to termination under any applicable default or termination provision of this Contract.

### Effect of Termination.

(1) If this contract has records management requirements, the records subject to the Clause should be handled in accordance with the records management requirements. If this contract does not have records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below

(2) If this contract does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all Protected Health Information received from the Government, or created or

received by the Contractor on behalf of the Government. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the Protected Health Information.

3) If this contract does not have records management provisions and the Contractor determines that returning or destroying the Protected Health Information is infeasible, the Contractor shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Contractor that return or destruction of Protected Health Information is infeasible, the Contractor shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such Protected Health Information.

## Miscellaneous

(a) Regulatory References. A reference in this Clause to a section in the Privacy Rule or Security Rule means the section as in effect or as amended, and for which compliance is required.

(b) Survival. The respective rights and obligations of Business Associate under the "Effect of Termination" provision of this Clause shall survive the termination of this Contract.

(c) Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with the Privacy Rule or Security Rule.

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

The Government reserves the right to review the resumes of contractor employees performing under the contract solely for the purpose of ascertaining their

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qualifications relative to the personnel qualifications terms of the contract. Accordingly, the contractor shall furnish such resumes to the Contracting Officer upon request by the Contracting Officer's Representative, Ordering Officer or Contracting Officer.

## **REIMBURSEMENT OF TRAVEL AND SPECIAL MATERIAL COSTS**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 the Department of Defense Joint Travel Regulations: Vol.2 for Civilian Personnel.

3. **Travel.** Travel, subsistence, and associated labor charges for travel time are authorized for travel beyond a 50-mile radius of the local office, whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel, subsistence, or associated labor charges for travel time shall be charged for work performed within a 50-mile radius of the Contractor's local office. 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.

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 suit-able written form.

**NOTE:** To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available,

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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 a team of TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such a number or greater comprises the team).

### **SPECIAL MATERIAL**

The term "Special Material" includes only the cost for material, supplies or services which is peculiar to the ordering data and which is not suitable for use in the course of the contractor's normal business. "Special Materials" includes, but is not limited to, graphic reduction expenses, or technical illustrative or design requirements needing special materials.

### **CONFLICT OF INTEREST**

Tricare Management Activity (TMA) has categorized all its non-purchased care requirements into three broad categories, as defined below, for purposes of identifying, avoiding or mitigating against Organizational Conflicts of Interest (OCIs) in accordance with FAR Subpart 9.5. These categories are defined as follows:

- Category 1: TMA Internal Support: Services which, by their very nature, give the Contractor access to extensive data about the contracts of all other TMA contractors. This Category specifically includes the TMA AMD Internal Support Contract and the TMA Office Automation Support Contract.
- Category 2: Program Management Support: Services which assist TMA in planning and managing its activities and programs. This includes, for example: requirements analysis, acquisition support, budget planning and management, business process reengineering, program planning and execution support, and independent technical management support.
- Category 3: Product Support. Services or end items required to meet the mission requirements of TMA's non-purchased care activities and programs. This includes, for example: concept exploration and development; system design; system development and integration; COTS Procurement and integration; internal development testing; deployment; installation; operations; and maintenance.

Contractor participation in more than one of these areas may give rise to an unfair competitive

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advantage resulting from access to advance acquisition planning, source selection sensitive or proprietary information. Furthermore, contractor participation in more than one area may give rise to a real or apparent loss of contractor impartiality and objectivity where its advisory or planning assistance in one area potentially affects its present or future participation in another area.

The purpose of this categorization is to accomplish the following three objectives: (1) to inform prospective offerors that TMA presumes that award of a contract or order in the subject category will give rise to real or apparent OCIs with respect to requirements in the other two categories; (2) to assist current contractors and prospective offerors in developing their own business strategies regarding participation in TMA requirements and in identifying and, where possible, avoiding or mitigating against OCIs; and (3) to ensure that all current contractors and prospective offerors are afforded the maximum practicable opportunity to compete for all TMA requirements consistent with the restrictions required under FAR Subpart 9.5 and sound business practices.

For purposes of identifying, avoiding and / or mitigating against OCIs, TMA will examine all its non-purchased care requirements and acquisitions regardless of the cognizant contracting activity (e.g., DCC-W, GSA, other agency Multiple Award Schedules, etc.) or the type of contract vehicle used (e.g., FSS order, Fair Opportunity competitive order under Multiple Award IDIQ Contracts, competitively negotiated awards under FAR Part 15, etc.)

Each TMA non-purchased care solicitation will therefore be designated as falling within one of the three above defined categories.

The Task Order Manager, as identified in the Statement of Work, will be classified as the TMA authority for this order.

The work called for under this order has been categorized by TMA as a non-purchased care task as:

Category 1: TMA Internal Support Task

Category 2: Program Management Task

Category 3: Product Support Task

TMA will administer this clause for purposes of award eligibility for each solicitation as follows:

A contractor that has never provided support to TMA in any of the categories is eligible for award in any category without any further action required under this clause.

A contractor that provides or has provided support to TMA in only one category of work and has never supported TMA in any other category (a single-category contractor) is eligible for award for any future requirement in that single category without further action under this clause.

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A single-category contractor wishing to submit an offer in a different category, or any contractor which now provides or previously has provided support in more than one category, ***must include the following as part of its offer:***

- Perform a comparative analysis of the potential new work against ***all*** current and previous work performed in support of TMA in ***any category other than that of the new work being bid***. The comparative analysis must be included in the proposal for the new work, and must include a statement whether the contractor believes that its performance of the proposed new work would create a real or apparent OCI. If the contractor believes that no real or perceived OCI will result from an award of the proposed work, no additional action by the contractor is required.
- If the contractor believes that a real or apparent OCI may exist as a result of an award, the contractor shall also submit an OCI Avoidance or Mitigation Plan with its proposal.

Inclusion of the comparative analysis and OCI Avoidance or Mitigation Plan will not be counted against any offer page limitations otherwise stated in the solicitation.

The Contracting Officer (and when applicable the appropriate program office, acquisition manager, and legal counsel) will review the comparative analysis and, if provided, the Avoidance or Mitigation Plan, in accordance with the requirements of FAR Subpart 9.5 (Organizational Conflict of Interest) to determine whether award to that offeror would be consistent with those requirements. If it is unilaterally determined by the Contracting Officer that no OCI would arise or that the OCI Avoidance or Mitigation Plan adequately protects the interests of the government in the event of award to that offeror, the offeror will be determined, for purposes of this clause, to be eligible for award.

## **NON DISCLOSURE AGREEMENT**

All contractor and subcontractor employees are required to sign a non-disclosure agreement to remain in contractor file. The Government reserves the right to request the non-disclosure agreement on any contractor and subcontractor employee during contract performance.

### Non-Disclosure Agreement for Contractor Employees And Subcontractors

I, \_\_\_\_\_, am an employee of or a subcontractor to [Company Name], a contractor acting under contract to the [Name of TMA Directorate] under Prime Contract No. \_\_\_\_\_, through Delivery Order \_\_\_\_\_. I understand that in the performance of this task, I may have access to sensitive or proprietary business, technical, financial, and/or source selection information belonging to the Government or other contractors. Proprietary information includes, but is not limited to, cost/ pricing data, Government spend plan data, contractor technical proposal data, independent government cost estimates, negotiation strategies and contractor data presented in negotiations, contracting plans and statements of work. I agree not to discuss, divulge, or disclose any such information or data to any person or entity except those persons directly concerned with the performance of this delivery order. I have been advised that the unauthorized disclosure,

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use or negligent handling of the information by me could cause irreparable injury to the owner of the information. The injury could be source sensitive procurement information of the government or proprietary/trade secret information of another company.

I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this agreement. Court costs and reasonable attorney fees incurred by the United States Government may be assessed against me if I lose such action. I understand that another company might file a separate claim against me if I have misused its proprietary information.

In the event that I seek other employment, I will reveal to any prospective employer the continuing obligation in this agreement *prior* to accepting any employment offer.

The obligations imposed herein do not extend to information/data which is:

- a.** in the public domain at the time of receipt or it came into the public domain thereafter through no act of mine;
- b.** disclosed with the prior written approval of the TMA designated Contracting Officer;
- c.** demonstrated to have been developed by [Company Name], or me independently of disclosures made hereunder;
- d.** disclosed pursuant to court order, after notification to the TMA designated Contracting Officer;
- e.** disclosed inadvertently despite the exercise of the same reasonable degree of care a party normally uses to protect its own proprietary information.

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## SECTION I CONTRACT CLAUSES

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

### CLAUSES INCORPORATED BY REFERENCE

52.224-1 PRIVACY ACT NOTIFICATION (1984)

52.224-2 PRIVACY ACT (1984)

### CLAUSES INCORPORATED BY FULL TEXT

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

(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 routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 days prior to expiration of the contract.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) month extension in accordance with FAR 52.217-8 Option To Extend Services.

(End of clause)

#### 52.245-1 GOVERNMENT PROPERTY (JUN 2007)

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

Acquisition cost means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

Cannibalize means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means--

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for

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which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Plant equipment as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled

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substances, radioactive materials, hazardous materials or wastes, or precious metals.

Surplus property means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management. (1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property. (1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

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(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time--

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property. (1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts. (i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property)", are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon--

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- (1) Issuance of the material for use in contract performance;
- (2) Commencement of processing of the material or its use in contract performance; or
- (3) Reimbursement of the cost of the material by the Government, whichever occurs first.
- (3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts. (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.
- (ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--
- (A) Issuance of the property for use in contract performance;
- (B) Commencement of processing of the property for use in contract performance; or
- (C) Reimbursement of the cost of the property by the Government, whichever occurs first.
- (iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property)", are subject to the provisions of this clause.
- (f) Contractor plans and systems. (1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:
- (i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.
- (ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.
- (A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.
- (B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.
- (iii) Records of Government property. The Contractor shall create and maintain records of all

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Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

- (1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).
- (2) Quantity received (or fabricated), issued, and balance-on-hand.
- (3) Unit acquisition cost.
- (4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).
- (5) Unit of measure.
- (6) Accountable contract number or equivalent code designation.
- (7) Location.
- (8) Disposition.
- (9) Posting reference and date of transaction.
- (10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control. (A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

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(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(3) Quantity.

(4) Unique Item Identifier (if available).

(5) Accountable Contract number.

(6) A statement indicating current or future need.

(7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.

(8) All known interests in commingled property of which the Government property is a part.

(9) Cause and corrective action taken or to be taken to prevent recurrence.

(10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.

(11) Copies of all supporting documentation.

(12) Last known location.

(13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate

agencies were notified.

(vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is--

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;

(B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

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(viii) Utilizing Government property. (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis. (1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

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(h) Contractor Liability for Government Property. (1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies--

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable. (2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

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(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause. (i) Contractor with an approved scrap procedure. (A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that--

(1) Requires demilitarization;

2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals; or

(6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements. (i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A)

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of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) Inventory disposal schedules. (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

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(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may--

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) Storage. (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121<sup>st</sup> day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions. (i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

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(k) Abandonment of Government property. (1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government--furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words ``Government" and ``Government-furnished" (wherever they appear in this clause) shall be construed as ``United States Government" and ``United States Government-furnished," respectively.

(End of Clause)

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Carissa Holland  
ADDRESS: NAVSUP Fleet Logistics Center Norfolk  
Contracting Department, Code 240  
1968 Gilbert Street, Suite 600  
Norfolk, VA 23511

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PHONE: 757-443-1338  
FAX: 757-443-1424  
EMAIL: [carissa.holland@navy.mil](mailto:carissa.holland@navy.mil)

(End of clause)

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

(a) The Contractor agrees to assign to the contract those persons whose resumes, personnel data forms,

or personnel qualification statements were submitted as required by Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made, except in accordance with this clause.

(b) The Contractor agrees that:

\_\_\_\_\_ during the contract performance period,

X  during the first  180  days of 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 30 working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall propose a substitute of such personnel, in accordance with paragraph (d) below.

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

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

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and

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promptly notify the Contractor, in writing, of whether the request is approved or disapproved.

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

(End of clause)

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

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

(End of clause)

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## **SECTION J LIST OF ATTACHMENTS**

Contract Administration Plan

Security Requirements

Statement of Work Abbreviations