

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**1. CONTRACT ID CODE  
UPAGE OF PAGES  
1 22. AMENDMENT/MODIFICATION NO.  
163. EFFECTIVE DATE  
26-Sep-20184. REQUISITION/PURCHASE REQ. NO.  
N0024213RC020F15. PROJECT NO. (If applicable)  
N/A6. ISSUED BY CODE  
NAVSUP FLC San Diego, Code 200  
3985 Cummings Road  
San Diego CA 92136-4200  
[REDACTED]

N00244

7. ADMINISTERED BY (If other than Item 6) CODE  
DCMA HARTFORD  
130 DARLIN STREET  
EAST HARTFORD CT 06108-3234S0701A  
SCD: C8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  
SCIENCE APPLICATIONS INTERNATIONAL CORP  
12010 Sunset Hills Road  
Reston VA 20190

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4119-NW01

10B. DATED (SEE ITEM 13)

01-Apr-2012

CAGE CODE  
6XWA8

FACILITY CODE

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

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(\*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[ ]

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[X] D. OTHER (Specify type of modification and authority)  
FAR 43.103(a)(3) Mutual Agreement of Both Parties.E. IMPORTANT: Contractor [ ] is not, [ X ] is required to sign this document and return 1 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)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

[REDACTED]  
(Signature of person authorized to sign)

26-Sep-2018

BY [REDACTED]  
(Signature of Contracting Officer)

26-Sep-2018

NSN 7540-01-152-8070

30-105

**STANDARD FORM 30** (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA  
FAR (48 CFR) 53.243

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## GENERAL INFORMATION

Mod 16:

1. Deobligate \$55,070.15 from SLIN 410102 (ACRN AF). The total funding for SLIN 410102 is decreased from \$720,995.00 by \$55,070.15 to \$665,924.85.

2. Deobligate \$5,70.00 from SLIN 610101 (ACRN AF). The total funding for SLIN 610101 is decreased from \$5,270.00 by \$5,270.00 to \$0.00

Contractor's Statement of Release : In consideration of this modification agreeing to the deobligation of funds as cited herein, the Contractor releases the Government from any and all liability under this Task Order regarding further funding of CLINs 4101 and 6101.

Accordingly, said Task Order is modified as follows: The total amount of funds obligated to the task is hereby decreased from \$4,987,473.00 by \$60,340.15 to \$4,927,132.85.

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 decreased from \$4,987,473.00 by \$60,340.15 to \$4,927,132.85.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
410102	O&MN,N	720,995.00	(55,070.15)	665,924.85
610101	O&MN,N	5,270.00	(5,270.00)	0.00

The total value of the order is hereby increased from \$5,074,473.00 by \$0.00 to \$5,074,473.00.

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

4000 TECHNICAL SUPPORT SERVICES FOR CNRSE N6 INFORMATION TECHNOLOGY \$0.00

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4100	R499	BASE PERIOD LABOR (O&MN,N)	1.0	LO	██████████	██████████	\$1,995,908.00
410001	R499	N0024212RC009F1 (O&MN,N)					
410002	R499	N5702512RC058CG NALCOMIS FUNDING (O&MN,N)					
410003	R499	N0024212RC052F1 (O&MN,N)					
410004	R499	Value applied on original 4100 due to an accounting error SLIN410004 is created for internal accounting review. (O&MN,N)					
4101	R499	OPT YEAR 1 (O&MN,N)	1.0	LO	██████████	██████████	\$1,007,317.00
410101	R499	Labor - \$199,322 FY 13 Incremental Funding, FAR 52.232-18, Availability of funds. (O&MN,N)					
410102	R499	Labor - \$665,924.85 FY 13 Incremental Funding, FAR 52.232-18, Availability of funds. (O&MN,N)					
4102	R499	OPT YEAR 2 (O&MN,N)	1.0	LO	██████████	██████████	\$1,353,186.00
410201	R499	\$919,397 Incremental Funding FY14 FAR 52.232-18 Availability of Funds Applies (O&MN,N) (O&MN,N)					
410202	R499	\$101,903 Incremental Funding FY14 FAR 52.232-18 Availability of Funds Applies (O&MN,N) (O&MN,N)					
410203	R499	\$101,903 Incremental Funding FY14 FAR 52.232-18 Availability of Funds Applies (O&MN,N) (O&MN,N)					
410204	R499	\$101,903 Incremental Funding FY14 FAR 52.232-18 Availability of Funds Applies (O&MN,N) (O&MN,N)					
410205	R499	\$128,080 Incremental Funding FY14 FAR 52.232-18 Availability of Funds Applies (O&MN,N) (O&MN,N)					

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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000		Prime and subcontractor Travel and Materials with applicable burden excluding fee.			\$0.00
6100	R499	Travel Costs. All travel required to be in support of the PWS and in accordance with the Joint Travel Regulations. (O&MN,N)	1.0	LO	\$10,550.00
6101	R499	Travel Costs. All travel required to be in support of the PWS and in accordance with the Joint Travel Regulations. (O&MN,N)	1.0	LO	\$5,270.00
610101	R499	ODC - \$0 FY 13 Incremental Funding, FAR 52.232-18, Availability of Funds. (O&MN,N)			
6102	R499	Travel Costs. All travel required to be in support of the PWS and in accordance with the Joint Travel Regulations. FY14 Funding FAR 52.232-18 Availability of Funds Applies (O&MN,N) (O&MN,N)	1.0	LO	\$3,332.00

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R499	OPT YR 3 (OM&N) (O&MN,N)	1.0	LO	██████████	██████████	\$697,384.00
710001	R499	\$484,540 Incremental Funding FY15 FAR 52.232-18 Availability of Funds Applies (O&MN,N) (O&MN,N)					
710002	R499	\$212,844 Incremental Funding FY15 FAR 52.232-18 Availability of Funds Applies (O&MN,N) (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9100	R499	Travel Costs. All travel required to be in support of the PWS and in accordance with the Joint Travel Regulations. FY15 Funding FAR 52.232-18 Availability of Funds Applies (O&MN,N) (O&MN,N)	1.0	LO	\$1,526.00

**B4 NAVSUP LEVEL OF EFFORT (COST TYPE CONTRACT)(JUN 1995)**

(a) The level of effort for the performance of this task order during the period from the start of task order is 12 months thereafter is based upon ██████ estimated manhours of direct labor. If all options are exercised by the government, the level of effort for the performance of this contract will be increased by an additional ██████ estimated manhours of direct labor, for a total level of effort of ██████ estimated manhours of direct labor (hereinafter referred to as the "Estimated Total Hours").

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

**Table L-1: CNSWIT Technical Support Services Proposal Direct Labor Hour Estimates (Revised 3)**

Labor Category	CLIN 4100	CLIN 4102	CLIN 7100	CLIN 7100

			(Revised)		(Revised)
1	<b>Infosec Systems Technical Specialist (Key)</b>	████	█	████	█
2	<b>Senior Functional Analyst (Key)</b>	████	████	████	████
3	<b>Senior Applications Engineer (Key)</b>	████	████	████	████
4	Functional Analyst	████	████	████	████
5	Infosec Systems Technical Specialist	████	█	████	█
6	Senior Functional Analyst	████	████	████	████
7	Senior Functional Analyst (Ventura, CA)	████	0	1,004	0
8	System Operator (Fallon, NV)	████	████	████	████
9	System Administrator	████	████	████	████
10	System Administrator (ChinaLake, CA)	████	█	████	█
11	Hardware Specialist	████	████	████	████
12	Hardware Specialist (SealBeach CA)	████	█	████	█
13	Hardware Specialist (Fallon, NV)	████	████	████	████
14	Data Communications Mgr	████	████	████	████
15	Functional Analyst		█		█
16	Functional Analyst		█		█
<b>Total</b>		████	████	████	████

\*The estimated level-of-effort hours in the table above will be used for comparison purposes during proposal evaluation, but do not necessarily reflect the number of hours that will be incurred during performance of the Task Order.

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

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

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

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

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

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

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **CNRSW N6 INFORMATION TECHNOLOGY TECHNICAL SUPPORT SERVICES**

#### **PERFORMANCE WORK STATEMENT (PWS)**

##### **1.0 INTRODUCTION**

The Commander Navy Region Southwest Information Technology (IT) N6 requires contractor support for providing IT services to the Navy Marine Corp Intranet (NMCI) Customer Service support and Information assurance Security Support to Commander Navy Installations Commands (CNIC) Navy Region Southwest commands and the U.S. Pacific Fleet units located in San Diego, CA and Over-The-Horizon (OTH) sites such as Naval Air Station (NAS) Lemoore, NAS Fallon, Naval Base Ventura County Point Mugu and Naval Weapons Station (NWS) China Lake.

##### **2.0 BACKGROUND**

###### **2.1 CNRSW N6 IT Management Support**

2.1.1. The mission of Navy Region Southwest is to provide primary support over assigned shore organizations; serve as the regional area coordinator; provide a Base Operating Support (BOS) infrastructure to the operating forces of the Navy, other naval organizations and tenants; oversee Class I and Class II land and facilities to ensure their optimum use; provide guidance and standards for BOS services; plan, program and budget for resources to support BOS requirements at assigned shore activities; assess and improve installation management functions, quality of products, services and readiness of assigned shore activities; and perform other functions and tasks as may be assigned by higher authority. The Director, CNRSW N6 IT is responsible for providing technical information, IT support services, System Information Security oversight, system evaluation/analysis, messaging support, information system support to designated Fleet commands, pier side locations, and support facilities at CNRSW N6 and OTH .

##### **3.0 SCOPE**

The contractor will provide all labor, material, and other direct costs associated with the following CNRSW N6 functional areas to support the command's classified and unclassified IT services : Business Management, Operational Analysis; Network Engineering; Telephone and Telecommunications Management; Enterprise Land Mobile Radio (ELMR) management; Cable Television (CATV) management; Naval Aviation Logistics Command Management Information System (NALCOMIS) operations; Regional Messaging Center; Web and Application Management, analysis and support; Database Management; Information Assurance and Cyber Security services; System Administration Support; Communications; Frequency/ Spectrum Management; Navy Emergency Response Management System (NERMS) and Geographic Information Systems (GIS).

##### **4.0 REQUIREMENTS**

4.0.1. The contractor shall provide staffing and technical support services for the following: Operational Analysis; Network Engineering; Telephone and Telecommunications Management and analysis; Base Communications Office (BCO) services; Enterprise Land Mobile Radio (ELMR) management services; Cable Television (CATV) consultation; Naval Aviation Logistics Command Management Information System (NALCOMIS) operations; Regional Messaging Center in support of Official Information Exchange (OIX) systems, Command Email, Multiple Classifications (MC) and Regional Enterprise Messaging System (NREMS); Database Management; Logistics/Warehouse/Inventory and Asset Management support; Information Assurance and Cyber Security services; System Administration Support ; Communications; Frequency/ Spectrum

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Management support; Navy Emergency Response Management System (NERMS); IT reengineering and technical guidance/recommendation to CNRSW N6 to support the command's classified and unclassified IT services; and Geographic Information Systems (GIS), including GIS administration and analysis.

#### 4.1 CNRSW N6 IT SUPPORT SERVICES

4.1.1. Applications Support. The contractor shall provide Application Portfolio Management and database management/Applications support on a monthly basis or as needed to includes troubleshooting/research applications, perform Business Case Analysis and process Functional Area Manager (FAM) processing of software/application requirements. Contractor designated Information Assurance Technical (IAT) Level I position requires mandated DoD 8570 Information Assurance (IA) training certification (i.e. Network+ or equivalent or higher). Position requires Operating System (OS) certification on Computing Environment (i.e. Windows IP, Windows 7) within 6 months of contract. Test and evaluate new application technology for use by the enterprise in the NMCI/NGEN and legacy network. Provide technical assistance in the research, evaluation, and definition of technical specifications and standards for the hardware/software/integration of new hardware and software technologies as needed. Manage and maintain CNRSW application portfolio records on a monthly basis or as needed, in the DON Applications Database Management System (DADMS) and NMCI Enterprise Tool (NET). Prepare, complete and submit application waiver requests quarterly or as needed thru the Navy DADMS and CNIC HQ Portfolio approval process. Verify and validate all applications utilized in the region are Navy FAM approved for use monthly or as need. Coordinate transition of legacy systems to NMCI for network transport and assist with the development of system accreditation documentation as needed. Contractor personnel will agree, as a "condition of employment", to obtain the appropriate certification for this position, agree to release certification qualification(s) to the Department of Defense, and sign a Privileged Access Agreement, acknowledge user/administrative responsibilities commensurate with privileged access.

##### 4.1.2. Information Assurance Technical Support.

A. Contractor will provide advice and recommendations with Information Assurance (IA) and Certification and Accreditation (C&A) issues as they relate to DOD projects. Provide recommendations to mitigate computer security vulnerability. Develop DIACAP accreditation documentation as needed. Perform DISA and Retina scans on computer systems on monthly basis or as needed. Conduct computer system tests and evaluations monthly or as required. Contractor personnel will agree, as a "condition of employment", to obtain the appropriate certification for this position, and agree to release certification qualification(s) to the Department of Defense.

B. Provide customer service support as needed to include assisting users with security incidents such as computer viruses, IA user training and general IA security questions. Contractor designated Information Assurance Manager (IAM) Level I position requires mandated DoD 8570 IA training certification (i.e. Security+ or equivalent or higher). Position does not require Computing Environment OS Certification. Contractor personnel will agree, as a "condition of employment", to obtain the appropriate certification for this position, and agree to release certification qualification(s) to the Department of Defense.

4.1.3. Program Support. The contractor shall provide program support to N6 managers to include project analysis, coordinate project tasking, recommending internal process and drafting procedures and developing Executive PowerPoint briefs on a weekly basis or as needed. Contractor shall prepare executive summary reports and management briefs in PowerPoint on a monthly basis or as needed. Contractor shall take management meeting minutes as needed. Make recommendations related to improving internal N6 process and procedures as needed. Contractor shall track and monitor N6 project tasks and conduct business case analysis on various IT projects on a weekly basis or as needed.

4.1.4. Cable TV (CATV) Support. The contractor shall audit, provide consultation, and perform site surveys and technical support services relating to the CNRSW N6 Cable Television (CATV) system at the military bases throughout CNRSW Area of Responsibility (AOR). Provide Customer Service support to CATV users at all the military bases located in San Diego to include receiving calls from customers for service requests status, cost analysis, survey results and general questions or concerns. Conduct site surveys to validate cable infrastructure.



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Process new and update services request. Coordinate requirements/service requests with the customers and the CATV commercial provider.

4.1.5. NALCOMIS/RSUPPLY Operations Support. The contractor shall provide NALCOMIS/RSUPPLY (Relational Supply) Tiers I-IV computer system management and administration to include software/hardware upgrades, system hardware repair and configuration. Perform Computer system administration and database maintenance are performed per standard operating procedures (SOP) to include backups, restores, scheduling and processing reports. Perform NALCOMIS Squadron level host computer hardware/software upgrades, configuration, maintenance, diagnostics and repair. Contractor designated Information Assurance Technical (IAT) Level I position requires OS certification or training on Computing Environment (i.e. Windows IP, Windows Server 2003, Red Hat Linux) within 6 months of contract. Contractor designated IAT Level I position requires mandated DoD 8570 IA training certification (i.e. Network+ or equivalent or higher) . For contractor position tasks to support Optimize Intermediate Maintenance Activity (OIMA) will require Computing Environment OS training certificate on Microsoft Windows Server 2003 or higher and Red Hat linux within 6 months of contract. For contractor position tasks to support Optimize Organizational Maintenance Activity (OOMA) will require Computing Environment OS training certificate on Microsoft Windows Server 2003 or higher. OS training certificates required within 6 months of contract. Contractor personnel will agree, as a "condition of employment", to obtain the appropriate certification for this position, agree to release certification qualification(s) to the Department of Defense, and sign a Privileged Access Agreement, acknowledge user/administrative responsibilities commensurate with privileged access.

4.1.6. OIX Message Traffic Support. The contractor shall process incoming and outgoing classified (SIPR) and unclassified (NIPR) message traffic via the OIX messaging systems, Command Email\NREMS for the Regional Commands supported by CNRSW N6. Contractor shall process and monitor incoming and outgoing NIPR and SIPR message traffic. Create, Update, delete NIPR and SIPR user accounts and messaging profiles. Provide customer service support to include receiving and logging all trouble calls, troubleshooting and resolving system issues, account resets and providing user training. Contractor designated IAT Level I position does not require OS Certification. Contractor designated IAT Level I position requires mandated DoD 8570 IA training certification (i.e. Network+ or equivalent or higher). Position does not require Computing Environment OS Certification. Contractor personnel will agree, as a "condition of employment", to obtain the appropriate certification for this position, agree to release certification qualification(s) to the Department of Defense, and sign a Privileged Access Agreement, acknowledge user/administrative responsibilities commensurate with privileged access.

4.1.7. NMCI/NGEN Administrative Support. The contractor shall provide support services to CNRSW Information Technology Government Technical Representative related to NMCI services and processes. Services to include but not limited to processing orders for IT equipment, researching required CLIN number, processing hardware/software Move-Add-Change (MAC) requests and conducting asset reconciliation inventory as well as other administrative support. Provide customer service support to include interacting with users to verify IT requirements, provide status of IT requests, NMCI orders, and answer general NMCI questions. Submitting NMCI Move Add Change (MAC) and provide user status. Conduct computer asset validation and inventory. Manage and administer NMCI Network File Permissions and Email Distribution Lists (DL). Contractor designated IAT Level I position requires mandated DoD 8570 IA training certification (i.e. Network+ or equivalent or higher). Position does not require Computing Environment OS Certification. Contractor personnel will agree, as a "condition of employment", to obtain the appropriate certification for this position, agree to release certification qualification(s) to the Department of Defense, and sign a Privileged Access Agreement, acknowledge user/administrative responsibilities commensurate with privileged access.

4.1.8. Piers Network Infrastructure Support. The contractor shall provide Network and system administration support for the CNRSW piers legacy network infrastructure on NIPR and SIPR, to include full server and network support. Perform administration and maintenance of CNRSW pier network infrastructure hardware and components to include applying required IA security patches. Manage and configure Access Control List (ACL) on SIPR Sidewinder IA firewall suite. Provide customer support for all incoming ships

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docked at Naval Base Coronado, Naval Base Point Loma and Naval Base San Diego to include receiving calls for network connection, troubleshooting network issues/outages, process firewall change request and answer general network questions. Manage and maintain SW piers NIPR and SIPR legacy network infrastructure, to include upgrade of hardware/software, applying required security patches, monitoring security logs and performing monthly DISA Gold Disk and Retina Scanning tools to protect networks. Troubleshoot and resolve network connectivity issues. Provide monthly management reports on status of pier networks and number of trouble calls received. Contractor designated IAT Level II position requires mandated DoD 8570 IA training certification such as Security+ or equivalent or higher. This position requires Network Environment OS certification on CISCO routers (i.e. Cisco Certified Entry Networking Technician (CCENT) or higher and RHCSA - Red Hat® Certified System Administrator or higher within 6 to 12 months of contract. Contractor personnel will agree, as a "condition of employment", to obtain the appropriate certification for this position, agree to release certification qualification(s) to the Department of Defense, and sign a Privileged Access Agreement, acknowledge user/administrative responsibilities commensurate with privileged access.

4.1.9. Frequency and Spectrum Management Support. The contractor shall provide frequency/spectrum management support within the CNRSW N6 Organization. Support includes the updating of operating radio frequencies and assignments according to the current frequency plan, reviewing ground electronic equipments, making recommendations and maintaining the frequency database. Prepare required DD Form 1494 to request Frequency allocation on a monthly basis or as required. Coordinate and schedule frequency activations and equipment testing. Develop procedures for coordinating and obtaining authority for Electronic Attack (EA) operations, specific frequency information. Maintain frequency information to comply with Electromagnetic Radiation to Ordnance (HERO), Fuel (HERF), and Personnel (HERP) evaluations.

4.1.10. Navy Emergency Response Management System (NERMS) Administration and Support. The contractor shall provide system administration, programming, database maintenance and support for the Navy Emergency Response Management System (NERMS). Operate and maintain NERMS Computer System to include backups and apply security patches. Provide customer service support for CNRSW police, fire and medical organizations on and off military installations to include receiving and resolving trouble calls, providing user training, and answering general NERMS questions. Perform system maintenance to include backup/restore and hardware/software upgrades. Contractor designated IAT Level I position requires mandated DoD 8570 IA training certification (i.e. Network+ or equivalent or higher). This position requires OS Certification on Computing Environment (i.e. Windows Server 2003 or higher) within 6 months of contract. Contractor personnel will agree, as a "condition of employment", to obtain the appropriate certification for this position, agree to release certification qualification(s) to the Department of Defense, and sign a Privileged Access Agreement, acknowledge user/administrative responsibilities commensurate with privileged access.

4.1.11. Enterprise Land Mobile Radio (ELMR) Support. The contractor shall provide Enterprise Land Mobile Radio (ELMR) support for CNRSW N6 AOR. ELMR support includes planning, development, network engineering and integration, conducting assessments, and providing feedback on the existing radio architecture. Conduct and prepare site surveys to determine requirement equipment. Coordinate with ELMR vendors and Government representatives on requirements. Prepare documentation on scope, cost, procurement specified by CNRSW N6. Draft management reports and briefs on ELMR status and update.

4.1.12. Geographic Information System (GIS) System Administration. The contractor shall provide Geographic Information System (GIS) system administration, maintenance and technical support of a multi-user GIS system for the Navy Fire, Police, and Emergency Medical Services personnel and their commands. Operate, manage and maintain GIS system to include applying security patches and software upgrades. Update captured stored geographic information in GIS system database. Provide training and technical support as needed on the use and operations of GIS system. Contractor designated IAT Level I position requires mandated DoD 8570 IA training certification (i.e. Network+ or equivalent or higher) within 6 months of contract. This position requires OS Certification on Computing Environment (i.e. Windows Server 2003 or higher) within 6 months of contract. Contractor personnel will agree, as a "condition of employment", to obtain the appropriate certification for this position, agree to release certification qualification(s) to the Department of Defense, and sign a Privileged Access Agreement, acknowledging user/administrative responsibilities commensurate with privileged access.

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## 4.2 ADDITIONAL REQUIREMENTS

4.2.1. Physical Requirements: The contractor shall be responsible for safeguarding all Government equipment, information and property provided for contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

4.2.2. Special Qualifications: The contractor is responsible for ensuring all employees in designated DOD Information Assurance Management (IAM) and Information Assurance Technical (IAT) positions possess and maintain professional certification per DOD Directive 8570.1\8570.01M Information Assurance Training during the execution of this contract.

## 5.0 SECURITY REQUIREMENTS

5.1.1. All contractor personnel performing work under this contract must be a U.S Citizen and be able to obtain and maintain a Secret security clearance. An interim secret clearance is acceptable prior to a Secret clearance being granted. The work performed by the contractor will require the ability to access classified materials, information, spaces, and networks up to the Secret level. The contractor shall comply with the storage, safeguarding, dissemination, accountability, classification, destruction, dissemination, marking, reproduction, transmission, and transportation of National Security Information (aka classified information) as described in Department of Defense (DoD) 5220.22M, National Industrial Security Program Operating Manual (NISPOM), DoD 5200.1-R, DoD Information Security Program, DoD 5200.2-R, DoD Personnel Security Program SECNAV M-5510.30, Department of the Navy (DoN) Personnel Security Program, SECNAV M-5510.36, Department of the Navy (DoN) Information Security Program, and both Commander Naval Installations Command (CNIC) and Navy Region Southwest (NRSW) related security procedures.

5.1.2. The contractor will require access to classified Information Technology (IT) systems/network (e.g. Secret Internet Protocol Router Network (SIPRNET)). Contractor shall take appropriate precautions to prevent security violations involving classified materials per provisions of the DD Form 254, Contract Security Classification Specification, and will report the suspected or actual loss or compromise of classified information to the customer and or NRSW Security Management Office (SMO) if the customer is unavailable. Contractor shall contact NRSW SMO at (619) 532-3782/2497/2495 for additional security guidance.

5.1.3. The contractor Facility Security Officer (FSO) or FSO representative will validate security clearance and access levels through the DoD Joint Personnel Adjudication System (JPAS) and forward this information via a visitor request to the NRSW SMO via the JPAS visit request module. The NRSW JPAS SMO Code is N002425.

## 6.0 PERSONNEL AND SECURITY REQUIREMENTS

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

6.2. Required access to Naval bases and facilities will be coordinated by the designated Task Order Manager (TOM).

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

## 7.0 PERFORMANCE LOCATIONS

7.1. The work to be performed under this contract will be at the following locations:

Location	Address
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Navy CNRSW Broadway Complex	Bldg 1, 937 North Harbor Drive, San Diego, CA 92132
Naval Base Coronado	Bldg 318, Saufley Road, San Diego, CA 92135
Naval Base Coronado	Bldg 1482, San Diego, CA 92135
NWS Seal Beach	Bldg 123, 800 Seal Beach Blvd, Seal Beach, CA 90740
Naval Base Ventura County, Point Mugu	Bldg 1, 311 Main St, Point Mugu, CA 93042
NAS Fallon	Fallon, NV 89496
NWC China Lake	Bldg 20267, 1 Administration Circle, China Lake, CA 93555

7.2. Hours of Operation: Contractor personnel are expected to provide support to CNRSW N6 for a normal 40-hour work week as scheduled on various shifts except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. Contractor personnel will observe the U.S. Federal holiday schedule with allowances for shift coverage during holiday periods. Hours of operational coverage are from 0600-2200, M-F. Occasional work may be required in addition to the 40-hour work week on a limited basis. Such support will be coordinated with and approved in writing by the CNRSW N6 Director prior to the hours being performed. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind the stability and continuity of the workforce are essential.

7.3. Recognized Holidays: New Year's Day, Labor Day, Martin Luther King Jr.'s Birthday, Columbus Day, President's Day, Veteran's Day, Memorial Day, Thanksgiving Day, Independence Day, Christmas Day.

## 8.0 GOVERNMENT FURNISHED PROPERTY (GFP)

8.1. The Contractor will be provided the following GFP for the purpose of performing tasks during the course of the Task Order. All GFP will be provided to the awardee after the Task Order award.

### 8.1.1. GFP

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

## 9.0 CONTRACT DELIVERABLES

The contractor shall provide and submit the following requirements:

The contractor shall deliver contractor monthly invoice in accordance with CDRL 0001. Address to send report and frequency provided on the Contract Data Requirements List.

The contractor shall deliver monthly Financial Summary Report in accordance with CDRL 0002. Address to send report and frequency provided on the Contract Data Requirements List.

The contractor shall deliver monthly Performance Status Report in accordance with CDRL 0003. Address to send report and frequency provided on the Contract Data Requirements List.

## 10.0 QUALITY SURVEILLANCE & PERFORMANCE STANDARDS

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

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## 11.0 TRAVEL REQUIREMENTS

11.1. CNRSW N6 Management Support Services - Travel could be required, as approved in advance by CNRSW N6, during the performance of this task order. All estimated travel will conform to the current Federal Travel Regulations (FTR). Travel expenses invoiced to the Government will be in accordance with the FTR: the Government will not reimburse expenditures that exceed the FTR.

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

## 12.0 DEFINITIONS AND ACRONYMS

### 12.1 Definitions

12.1.1. **CONTRACTOR.** Any individual or other legal entity that – Directly or indirectly (e.g., through an affiliate), submits offers for or is awarded, or reasonably may be expected to submit offers for or be awarded, a Government contract, including a contract for carriage under Government or commercial bills of lading or a subcontract under a Government contract; or Conduct business, or reasonably may be expected to conduct business, with the Government as an agent or representative of another contractor. The term used in this contract refers to the prime. FAR Part 9.403(1) (2)

12.1.2. **CONTRACTING OFFICER.** A person with authority to enter into, administer, and/or terminate contracts, and make related determinations and findings. FAR Part 2.101

12.1.3. **DELIVERABLE.** Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

12.1.4. **PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.

12.1.5. **QUALITY ASSURANCE.** The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

12.1.6 . **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP).** Describes how contractor performance will be measured and assess against performance standards.

12.1.7. **QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

12.1.8. **SUBCONTRACTOR.** Any person, other than the prime contractor, who offers to furnish or furnished any supplies, materials, equipment, or service of any kind under a price contract or a subcontract entered into in connection with such prime contract; and includes any person who offers to furnish general supplies to the prime contractor or a higher tier subcontractor. FAR Part 3.501(1)

12.1.9. **TASK ORDER MANAGER (TOM).** An individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement (DFARS) and authorized in writing by the contracting officer to perform specific technical or administrative functions. If the contracting Officer designates a contracting officer's representative will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitment or changes that will affect price, quality, quantity, delivery or any other term or condition of the contract. SeaPort-e definition.

12.1.10. **WORK DAY.** The number of hours per day the Contractor provides services in accordance with the contract.

12.1.11 . **WORK WEEK.** Monday through Friday, unless specified otherwise.

## 12.2 Acronyms

Acronym	Description
BCO	Base Communications Office
CATV	Cable Television
CLIN	Contract Line Item Number
CMA	Command Message Administrator
CNRSW	Commander, Navy Region Southwest
CTR	Customer Technical Representative
DA	Department of the Army
DADMS	DON Applications Database Management System
DD254	Department of Defense Contract Security Requirement List
DIACAP	DOD IA Certification and Accreditation Process (DIACAP)
DISA	Defense Information Systems Agency
DOD	Department of Defense
DON	Department of the Navy
ELMR	Enterprise Land Mobile Radio
FAR	Federal Acquisition Regulation
GFP	Government Furnished Program
GIS	Geographic Information System
IA	Information Assurance
IT	Information Technology
IAT	Information Assurance Technical
JTR	Joint Travel Regulation
MAC	Move-Add-Change
NALCOMIS	Naval Aviation Logistic Command Management Information System
NET	NMCI Enterprise Tool
NERMS	Navy Emergency Response Management System
NGEN	Next Generation
NIPR	Nonsecure Internet Protocol Router
NMCI	Navy Marine Corps Intranet
NNWC	Naval Network Warfare Command
NREMS	Navy Regional Enterprise Messaging System
NTE	Not-to-Exceed
NTP	Navy Telecommunications Procedures
NTIA	National Telecommunications and Information Administration
OIX	Official Information Exchange
PIT	Platform Information Technology
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
QCP	Quality Control Program
SIPR	Secret Internet Protocol Router
TOM	Task Order Manager

## 13.0 APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

13.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures contained herein:

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SECNAVINST M-5510.30	DON Personnel Security Program Instruction
SECNAVINST 5510.36A	DON Information Security Program (ISP)
OPNAV 5530.14D	Navy Physical Security and Law Enforcement
SECNAV M-5510.36	Department of the Navy (DON) Information Security Program and IA PUB 5239.22
NAVSO P-5239-04	Information Systems Security Manager (ISSM) Guidebook
DOD 4650.1	Policy for Management and Use of the Electromagnetic Spectrum
CJCSI 3320.01	Electromagnetic Spectrum Use in Joint Military Operations
CJCSI 3320.02A	Joint Spectrum Interference Resolution (JSIR)
CJCSM 3212.02B	Performing Electronic Attack in the U.S. and Canada for Tests, Training and Exercises
PACOM 2400.1	PACOM Joint Electromagnetic Spectrum Management
OPNAV 2400.20	Navy Management of the Radio Frequency Spectrum
OPNAV 2400.1	Land Mobile Radio
NTP-6	Navy Telecommunications Procedures (NTP) Spectrum Management Manual
ACP-190	Guide to Spectrum Management in the Military
ACP-190 SUPP-1	Guide to Frequency Management
ACP-26	Allied Communication Procedures 126
Radio Regulations	International Radio Regulations Published by the International Telecommunication Union (ITU)
NTIA	(Red Book) Manual of Regulations and Procedures for Federal Radio Frequency Management
MCEB PUB-7	Frequency Resource Record System – SFAF (Standard Frequency Action Format)
MCEB M0001-3	Frequency Assignment and Equipment Spectrum Certification Security Classification Guide
NTIA APCO-25	Narrow Band Compliance
DOD Directive 8570.1	Assurance Training, Certification, and Workforce Management, 14 August 2004
DOD Directive 8570.01M	Assurance Training, Certification, and Workforce Management, 19 December 2005
DODI 8500 1/2	IA Control Check List
DODI 8551.1	Ports, Protocol and Services Management
SSC SD 2833 RSOP E2502-AD-PRO-010	Navy Regional Enterprise Messaging System (NREMS) Command Message Administrator (CMA)
DISA STIGs	Applicable Security Technical Implementation Guides

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## **SECTION D PACKAGING AND MARKING**

### **SECTION D PACKAGING AND MARKING**

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

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

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



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## **SECTION E INSPECTION AND ACCEPTANCE**

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

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

52.246-5 Inspection of Services-Cost Reimbursement (Apr 1984)

52.247-34 F.O.B. Destination (Nov 1991)

252.246-7000 Material and Inspection Receiving Report (Mar 2008)

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4100	4/1/2012 - 3/31/2013
4101	4/1/2013 - 9/30/2013
4102	10/1/2013 - 9/30/2014
6100	4/1/2012 - 3/31/2013
6101	4/1/2013 - 9/30/2013
6102	10/1/2013 - 9/30/2014
7100	10/1/2014 - 3/31/2015
9100	10/1/2014 - 3/31/2015

### CLIN - DELIVERIES OR PERFORMANCE

#### **PERIOD OF PERFORMANCE (REVISED)**

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

SLIN	Funding	Base or Option	Period of Performance
4100/6100	OM&N	Base	4/01/2012 - 3/31/2013
4101/6101	OM&N	Option 1	4/01/2013 - 9/30/2013
4102/6102	OM&N	Option 2	10/01/2013 - 9/30/2014
7100/9100	OM&N	Option 3	10/01/2014 - 3/31/2015

#### **F2 DELIVERY OF DATA (OCT 1992)**

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

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## SECTION G CONTRACT ADMINISTRATION DATA

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


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

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

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

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, receiving reports etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for each file is not to exceed 2MB. Multiple attachments are allowed.

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

	<i>Routing Table</i>
WAWF Invoice Type	<i>Cost Voucher</i>
Contract Number	<i>N00178-04-D-4119</i>
Delivery Order Number	<i>NW01</i>
Issuing Office DODAAC	<i>N00244</i>
Admin Office DODAAC	<i>N00244</i>
Inspector DODAAC (usually only used when Inspector & Acceptor are different people)	<i>n/a</i>
Ship To DoDAAC (for Combo),  Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)	<i>N00242</i>
Acceptance At Other	<i>n/a</i>
Local Processing Office (Certifier)	<i>N00052</i>
DCAA Office DODAAC (Used on Cost Voucher's only)	<i>HAA50W</i>
Paying Office DODAAC	<i>HQ0338</i>
Acceptor/COR Email Address	

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

(d) For each invoice/cost voucher submitted for payment, the contractor shall include the following email addresses for the WAWF

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automated invoice notification to the following points of contact:

Name	Email	Phone	Role
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**G8 SUBCONTRACTING PLAN - INCORPORATED (OCT 1992)**

**\*Note: The following clause will be incorporated at time of award if the offeror's subcontracting plan is approved.**

In accordance with FAR 19.702, the contractor has submitted a subcontracting plan which has been reviewed and approved by the contracting officer. The plan is hereby incorporated into this award as attachment TBD. The ACO is hereby delegated authority to monitor implementation of the Small Business and Small Disadvantaged Business Subcontracting Plan.

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

**N00244G109 CONTRACT ADMINISTRATION FUNCTIONS (MAR 1996) (FLCSD)**

In addition to the Contract Administration functions authorized by FAR 42.302, the Administrative Contracting Officer (ACO) at

[ ] is authorized to perform the following administrative functions as checked below:

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

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

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

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

[ ] Issue amended shipping instructions and, when necessary, negotiate and execute supplemental agreements incorporating contractor proposals resulting from these instructions.

[ ] Negotiate changes to interim billing prices.

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

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

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

[ ] Prepare evaluations of contractor performance in accordance with subpart 42.15.

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

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

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

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

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**CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2011)**

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

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

(c) The Task Order Contracting Officer is:

[REDACTED]  
[REDACTED]  
[REDACTED]

(d) The Task Order Negotiator is:

[REDACTED]  
[REDACTED]  
[REDACTED]

(e) Ombudsman for the Fleet Logistics Center, San Diego CA is:

[REDACTED]  
[REDACTED]  
[REDACTED]

**252.204-0002 LINE ITEM SPECIFIC:SEQUENTIAL ACRN (SEP 2009)**

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

Accounting Data

SLINID	PR Number	Amount
4100	N0024212RC009F1	875180.00
LLA :		
AA 1721804 52FA 252 00052 0 068732 2D C009F1 002422IT003Q		
6100	N0024212RC009F1	10550.00
LLA :		
AA 1721804 52FA 252 00052 0 068732 2D C009F1 002422IT003Q		

BASE Funding 885730.00  
Cumulative Funding 885730.00

MOD 01 Funding 0.00  
Cumulative Funding 885730.00

MOD 02 Funding 0.00  
Cumulative Funding 885730.00

MOD 03

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410001 N0024212RC009F1 250000.00  
 LLA :  
 AA 1721804 52FA 252 00052 0 068732 2D C009F1 002422IT003Q

410002 N5702512RC058CG 193518.36  
 LLA :  
 AB 1721804 70AE 250 57025 H 068688 2D C058CG 57025D301QQ  
 NALCOMIS FUNDING

6100 N0024212RC009F1 (10550.00)  
 LLA :  
 AA 1721804 52FA 252 00052 0 068732 2D C009F1 002422IT003Q

MOD 03 Funding 432968.36  
 Cumulative Funding 1318698.36

MOD 04

410001 N0024212RC009F1 (250000.00)  
 LLA :  
 AA 1721804 52FA 252 00052 0 068732 2D C009F1 002422IT003Q  
 Deobligated funds per amendment no.04 document number

410003 N0024212RC052F1 733691.28  
 LLA :  
 AC 1721804 52FS 253 00052 0 068732 2D C052F1 002422IT004Q

MOD 04 Funding 483691.28  
 Cumulative Funding 1812939.64

MOD 05

410002 N5702512RC058CG 193518.36  
 LLA :  
 AB 1721804 70AE 250 57025 H 068688 2D C058CG 57025D301QQ  
 NALCOMIS FUNDING

6100 N0024212RC009F1 10550.00  
 LLA :  
 AD 1721804 52FA 252 00052 0 068732 2D C009F1 002422IT003Q  
 Origanly funded at SLIN level LLA:AA. Modification No.03 deleted LOA;  
 Modification No.05 added LOA back into task order

MOD 05 Funding 204068.36  
 Cumulative Funding 2006458.00

MOD 06 Funding 0.00  
 Cumulative Funding 2006458.00

MOD 07

410101 N5702513RC034CG 199322.00  
 LLA :  
 AE 1731804 70AE 250 57025 H 068688 2D C034CG 570253D301QQ  
 N5702513RC034CG0001

410102 N0024213RC020F1 807995.00  
 LLA :  
 AF 1731804 52FS 253 00052 0 068732 2D C020F1 002423IT004Q  
 002423IT004Q

610101 N0024213RC020F1 5270.00  
 LLA :  
 AF 1731804 52FS 253 00052 0 068732 2D C020F1 002423IT004Q

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MOD 07 Funding 1012587.00  
Cumulative Funding 3019045.00

MOD 08

410102 N0024213RC020F1 (87000.00)  
LLA :  
AF 1731804 52FS 253 00052 0 068732 2D C020F1 002423IT004Q  
002423IT004Q

MOD 08 Funding -87000.00  
Cumulative Funding 2932045.00

MOD 09

410201 N0024214RC011F1 919397.00  
LLA :  
AG 1741804 52FA 253 00052 0 068732 2D C011F1 002424IT005Q

410202 N5702514RC012CG 101903.00  
LLA :  
AH 1741804 70AE 250 57025 H 068688 2D C012CG 570254D301QQ

6102 N0024214RC011F1 3332.00  
LLA :  
AG 1741804 52FA 253 00052 0 068732 2D C011F1 002424IT005Q

MOD 09 Funding 1024632.00  
Cumulative Funding 3956677.00

MOD 10 Funding 0.00  
Cumulative Funding 3956677.00

MOD 11

410203 N5702514RC012CG 101903.00  
LLA :  
AH 1741804 70AE 250 57025 H 068688 2D C012CG 570254D301QQ

MOD 11 Funding 101903.00  
Cumulative Funding 4058580.00

MOD 12

410204 N5702514RC012CG 101903.00  
LLA :  
AH 1741804 70AE 250 57025 H 068688 2D C012CG 570254D301QQ

MOD 12 Funding 101903.00  
Cumulative Funding 4160483.00

MOD 13 Funding 0.00  
Cumulative Funding 4160483.00

MOD 14

410205 N5702514RC012CG 128080.00  
LLA :  
AH 1741804 70AE 250 57025 H 068688 2D C012CG 570254D301QQ

MOD 14 Funding 128080.00  
Cumulative Funding 4288563.00

MOD 15

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710001 N0024215RC008F1 484540.00  
 LLA :  
 AJ 1751804 52FA 252 00052 0 068732 2D C008F1 002425ITQJ1Q

710002 N5702515RC009CG 212844.00  
 LLA :  
 AK 1751804 70AE 250 57025 H 068688 2D C009CG 570255D101QQ

9100 N0024215RC008F1 1526.00  
 LLA :  
 AJ 1751804 52FA 252 00052 0 068732 2D C008F1 002425ITQJ1Q

MOD 15 Funding 698910.00  
 Cumulative Funding 4987473.00

MOD 16

410102 N0024213RC020F1 (55070.15)  
 LLA :  
 AF 1731804 52FS 253 00052 0 068732 2D C020F1 002423IT004Q  
 002423IT004Q

610101 N0024213RC020F1 (5270.00)  
 LLA :  
 AF 1731804 52FS 253 00052 0 068732 2D C020F1 002423IT004Q

MOD 16 Funding -60340.15  
 Cumulative Funding 4927132.85



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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **ORGANIZATIONAL CONFLICT OF INTEREST**

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

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

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

(b) The offeror agrees that:

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

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

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

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

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

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

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

(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the

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contract shall be given through issuance of Technical Direction Letters (TDLs) by the Task Order Manager (TOM).

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

- (1) Date of TDL;
- (2) Contract and TDL number;
- (3) Reference to the relevant section or item in the statement of work;
- (4) Signature of TOM;
- (5) A copy shall be sent to the Contracting Officer for review.

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

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

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

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

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

**NAVSUP 5252.245-9401 GOVERNMENT FURNISHED PROPERTY (JAN 2011)**

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

All GFP is listed in **Section 8.0 of the PWS**.

Delivery of such property will be coordinated through the TOM.

(b) The property will be delivered at Government's expense at or near the designated places of performance.

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the Contractor.

(d) Within 30 days after Government furnished property is determined by the Contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the Contractor shall notify the Contracting Officer, in writing, thereof.

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

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

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No

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property damage general liability insurance is required.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.

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

**H13 COST LIMITATION CEILINGS ON INDIRECT RATES (OCT 1992)**

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

**H15 APPOINTMENT OF TASK ORDER MANAGER (TOM) (OCT 1992)**

(a) The Contracting Officer hereby designates the following individual as the Task Order Manager (TOM) for this contract:

Name: Ray Babin  
Code: N6  
Telephone: 619-532-5558  
Email: [ray.babin@navy.mil](mailto:ray.babin@navy.mil)

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

Name: Anna Hubbard  
Code: N6  
Telephone: 619-532-1324  
Email: [anna.hubbard@navy.mil](mailto:anna.hubbard@navy.mil)

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

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

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

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

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

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

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

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

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

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

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

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## **SECTION I CONTRACT CLAUSES**

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

### **CLAUSES INCORPORATED BY REFERENCE**

**52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)**

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

**52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTS AWARDS (JUL2010)**

**52.215-1 INSTRUCTIONS TO OFFERORS -- COMPETITIVE ACQUISITION (JAN 2004)**

**52.215-22 LIMITATIONS ON PASS-THOUGH CHARGES - IDENTIFICATION OF SUBCONTRACTOR EFFORT (OCT 2009)**

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

**52.216-7 ALLOWABLE COST AND PAYMENT**

**52.216-8 FIXED-FEE**

**52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC2010)**

**52.222-41 SERVICE CONTRACT ACT (1965)**

**52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)**

**52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)**

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

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

**52.232-22 LIMITATIONS OF FUNDS**

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

**52.237-3 CONTINUITY OF SERVICES (JAN 1991)**

**52.244-2 SUBCONTRACTS (OCT 2010)**

**52.245-1 GOVERNMENT PROPERTY (AUG 2010)**

**52.245-9 USE AND CHARGES (AUG 2010)**

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

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

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

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

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

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

**252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)**

**252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN2008)**

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

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

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

**252.201-7000 CONTRACTING OFFICER REPRESENTATIVE (DEC 1991)**

**CLAUSES INCORPORATED BY FULL TEXT:**

**252.232-7998 Obligations in Advance of Fiscal Year 2014 Funding (DEVIATION 2014-O0001)**

The Department of Defense has the authority to enter into this contractual action and to obligate the Government in advance of appropriations; however, appropriated funds are not currently available to make payments under this contract to liquidate this obligation. When appropriated funds become available, the Government will make payment in accordance with the terms of this contract, including the payment of interest where applicable under the Prompt Payment Act. This clause supersedes conflicting terms of any other provision in this contract dealing with contract payment or financing until funds are made available to the Contracting Officer for this contractual action.

**52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable block] to use one or more plants or facilities located at the different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, ZIP Code)

\_\_\_\_\_

\_\_\_\_\_

Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

\_\_\_\_\_

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**52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provide that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

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

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

**52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond 30 September 2014. The Government's obligation for performance of this contract beyond that date 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 for performance under this contract beyond 30 September 2014, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined on section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from James Browley, Operational Forces Support Division Director, FLCSD San Diego Code 220, Building 1, 7th Floor, 937 North Harbor Drive, San Diego, CA 92132-0260.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

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

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

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

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

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

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

(c) Contractors shall submit the above referenced transportation documents to—  
\_\_\_\_\_ (To be filled in at time of award by Contracting Officer)

**NAVSUP 5252.242-9404 REPORTING REQUIREMENTS (JAN 1992)**

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

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remain solely with the Contracting Officer. In the even 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 result thereof. The address of the Contracting Officer is: James Browley, Operational Forces Support Division Director, NAVSUP FLCSD, Code 220, Building 1, 7th Floor, 937 North Harbor Drive, San Diego, CA 92132-0260.



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## **SECTION J LIST OF ATTACHMENTS**

Contract Data Requirements List 1

Revised Contractor Data Requirements List

WD 05 Kern County

WD 05 San Diego

WD 05 Orange

WD Ventura County

WD 05 Nevada

Quality Assurance Surveillance Plan Revised

DD 254 Contract Security Classification

Contractor Confidentiality and Non-Disclosure Agreement