

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-05-D-4155		2. DELIVERY ORDER NO. EX01		3. EFFECTIVE DATE 2012 Mar 27		4. PURCH REQUEST NO. N62980112RCED403 & N6298012RCEL404		5. PRIORITY Unrated			
6. ISSUED BY NAVSUP Fleet Logistics Center Norfolk, Contracting Dept Philadelphia 700 Robbins Avenue, Bldg. 2B Philadelphia PA 19111-5083			CODE N00189		7. ADMINISTERED BY DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342			CODE S2404A		8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)	
9. CONTRACTOR AAC Inc 8470 Tyco Road Vienna VA 22182-7515			CODE ICZ82		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G								
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264			CODE HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	

16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.
	PURCHASE	<input type="checkbox"/>	Reference your _____ furnish the following on terms specified herein.
		<input type="checkbox"/>	ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

AAC Inc rhinehart_bruce@aac.com
Director of Contracts

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)

If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ACCEPTED *	21. UNIT	22. UNIT PRICE	23. AMOUNT
	See Schedule				

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA	25. TOTAL	
	BY: /s/Scott J Rubin	03/27/2012 CONTRACTING/ORDERING OFFICER	26. DIFFERENCES

27a. QUANTITY IN COLUMN 20 HAS BEEN

INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:
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b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		c. DATE	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		28. SHIP NO.	29. D.O. VOUCHER NO.	30. INITIALS
f. TELEPHONE		g. E-MAIL ADDRESS		33. AMOUNT VERIFIED CORRECT FOR
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.		31. PAYMENT COMPLETE		
a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		34. CHECK NUMBER	
37. RECEIVED AT		38. RECEIVED BY (Print)	39. DATE RECEIVED	40. TOTAL CONTAINERS
				41. S/R ACCOUNT NUMBER
				42. S/R VOUCHER NO.

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GENERAL INFORMATION

A. A revised quotation is hereby requested based on a re-alignment of the period of performance. The period of performance, which remains at 36 months, will be re-aligned with a twelve (12) month base period commencing April 01, 2012 and continuing through March 31, 2013 plus two (2), one-year options commencing April 01, 2013 and continuing through March 31, 2015.

B. For purposes of submitting a revised quote, it is noted that the requirements of the solicitation were changed in amendment 0003 adding NMCI-related requirements. For informational purposes only, this change has resulted in a revised IGE which reflects an estimated eight (8) full-time employees (FTEs) and is considered necessary to accomplish the requirements of the solicitation. Your revised quotation should reflect this additional work or provide a detailed explanation of how the proposed price is sufficient to accomplish all of the performance requirements of the solicitation. Additionally, you are reminded that any changes to enhance your price or technical quotation may be submitted at this time.

C. The due date for receipt of revised quotes is 1300 (local time) on 17 February 2012.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty Unit	Est. Cost	Fixed Fee	CPFF
4000	LOT I - Base Period IT Support Services for Message Center Operations, VTC, and NMCI Support IAW Paragraphs 2.2.8, 2.2.9, and 2.3.7 of PWS for the Base Period of 01 April 2012 through 31 March 2013. (O&MN,N)	1.0 LO	██████████	██████████	██████████
4001	Lot II - Option Year One IT Support Services for Message Center Operations, VTC, and NMCI Support IAW Paragraphs 2.2.8, 2.2.9, and 2.3.7 of the PWS for Option Year One of 01 April 2013 through 31 March 2014. (O&MN,N) Option	1.0 LO	██████████	██████████	██████████
4002	Lot III - Option Year Two IT Support Services for Message Center Operations, VTC, and NMCI Support IAW Paragraphs 2.2.8, 2.2.9, and 2.3.7) of the PWS for Option Year Two of 01 April 2014 through 31 March 2015. (O&MN,N) Option	1.0 LO	██████████	██████████	██████████

For FFP Items:

Item	Supplies/Services	Qty Unit	Unit Price	Total Price
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5000 LOT I - Base 12.0 LM [REDACTED] [REDACTED]
Period
IT Support
Services for
Message Center
Operations, VTC,
and NMCI Support
IAW PWS
(EXCLUSIVE of
Paragraphs 2.2.8,
2.29 and 2.3.7)
for the Base
Period of 01
April 2012
through 31 March
2013. (O&MN,N)

500001 Incremental
funding is hereby
provided in the
amount of
\$57,726.40
covering one
month period of
performance from
01 April 2012
through 30 April
2012. (O&MN,N)

500002 Incremental
funding in the
amount of
\$115,452.80
covering covering
two months period
of performance
from 01 May 2012
through 30 June
2012. (O&MN,N)

5001 LOT II - Option 12.0 LM [REDACTED] [REDACTED]
Year One
IT Support
Services for
Message Center
Operations, VTC,
and NMCI Support
IAW PWS
(EXCLUSIVE of
Paragraph 2.2.8,
2.2.9 and 2.3.7)
for Option Year
One of 01 April
2013 through 31
March 2014.
(O&MN,N)
Option

5002 Lot III - Option 12.0 LM [REDACTED] [REDACTED]
Year Two
IT Support
Services for
Message Center

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Operations, VTC,
and NMCI Support
IAW PWS
(EXCLUSIVE of
Paragraphs 2.2.8,
2.2.9, and
2.3.7)for Option
Year Two of 01
April 2014
through 31 March
2015. (O&MN,N)
Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	CDRLs - Base Period Not Seperately Priced			\$0.00
6001	CDRLs - Option I NSP			\$0.00
6002	CDRLs Option II NSP			\$0.00
6003	Lot I, Base Period, Estimated Travel in support of CLINS 4000 and 5000. Travel amount is not-to-exceed (NTE) ██████████ . (O&MN,N)	1.0	LO	██████████
6004	Lot II, Option Year One, Estimated Travel in support of CLINS 4001 and 5001. Travel amount is not-to-exceed (NTE) ██████████ (O&MN,N) Option	1.0	LO	██████████
6005	Lot III, Option Year Two, Estimated Travel in support of CLINS 4002 and 5002. Travel amount is not-to-exceed (NTE) ██████████ (O&MN,N) Option	1.0	LO	██████████

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6006 Lot I, Base 1.0 LO [REDACTED]
Period,
Estimated Special
Material Costs in
support of CLIN
4000 and 5000.
Special Materials
amount is
not-[REDACTED]
[REDACTED].
(O&MN,N)

6007 Lot II, Option 1.0 LO [REDACTED]
Year One,
Estimated Special
Material Costs in
support of CLINS
4001 and 5001.
Special Materials
is not-to-exceed
(NTE) [REDACTED].
(O&MN,N)
Option

6008 Lot III, Option 1.0 LO [REDACTED]
Year Two,
Estimated Special
Material Costs in
support of CLINS
4002 and 5002.
Special Materials
amount is
not-to-exceed
(NTE) [REDACTED]
(O&MN,N)
Option

The following provision applies only to CLINS 4000, 4001, and 4002:

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

(a) The level of effort for the performance of this contract during the period from the start of contract performance to 12 months thereafter is based upon 1,920 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 4,608 estimated manhours of direct labor, for a total level of effort of 6,528 estimated manhours of direct labor (hereinafter referred to as the "Estimated Total Hours").

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

Labor Category	Base Period	Option I	Option II	Total
Computer Operator	768	768	768	2,304
VTC Technician	384	576	576	1,536
NMCI Technician	768	960	960	2,688
Total	1,920	2,304	2,304	6,528

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

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

(e) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, except that the Contracting Officer may require the contractor to continue performance in excess of the Estimated Total Hours until the total estimated cost has been expended. The government will not be obligated to pay fee on any hours expended in excess of the Estimated Total Hours. Any hours expended in excess of the Estimated Total Hours shall be excluded from all fee computations and adjustments. The Contracting Officer may also require the contractor to continue performance in excess of the total estimated cost until the Estimated Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph

(e), require the contractor to continue performance in excess of the Estimated Total hours if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the total estimated cost if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the Estimated Total Hours. The Contracting Officer may extend the period of performance in order to expend either the total estimated cost or the Estimated Total Hours. If this contract is subject to the Service Contract Act, in no event will the Contracting Officer, pursuant to this paragraph (e), extend the period of performance such that the period of performance, as extended, will exceed five years.

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

(End of Provision)

The following provision applies only to CLINS 4000, 4001, and 4002:

PAYMENT OF FIXED FEE (FEB 1996)

The fixed fee for work performed under this contract is \$__*__ provided that approximately 6,528 hours of technical effort are employed by the contractor in performance of this contract. If substantially fewer than 6,528 hours of technical effort are employed, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make monthly payments of the fixed fee at the rate of \$__**__ per direct labor hour invoiced by the contractor. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." Payments shall be subject to the withholding provisions of Paragraph (b) of FAR 52.216-8, provided that the total of all such monthly payment shall not exceed eighty-five (85%) percent of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment.

[REDACTED]

[REDACTED]

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement in support of Navy Personnel Command (NPC) Millington for Customer Systems Support (CSS) Services

1. INTRODUCTION

The purpose of this Performance Work Statement is to describe the performance requirements for U.S. Navy Personnel Command, Millington, TN. The Manpower, Personnel, Training and Education (MPT&E) an office of the Bureau of Naval Personnel, is a shore activity in an active status. The MPT&E mission is to implement Chief of Naval Operations (CNO) responsibilities for managing the planning and programming of manpower, and personnel (M&P) resources and budgeting for military personnel; determination of total force MP resources and allocation of military personnel; to plan and direct the procurement, distribution, administration and career motivation of military personnel of the regular and reserve components of the U.S. Navy; to exercise centralized coordination and control of professional standards criteria; to maintain authoritative personnel record information, and to develop and implement service-wide programs for improved human relations and quality of life. The MPT&E organization consists of the Deputy Chief of Naval Personnel (DCNP); command staff; special assistants; and functional departments consisting of approximately 2,000 military and civilian personnel.

The Information Technology (Pers-5) department is responsible for centralized program management and delivery of Information Technology (IT) support services and is the MPT&E office responsible for planning, integration, coordination, and implementation of various components of the Human Resource IT system. The Information Technology (IT) Director is responsible for establishing the necessary infrastructure to ensure timely and efficient program execution, by providing IT support services, to include video telecommunications and message center support.

1.1 SCOPE OF WORK

The contractor shall provide IT support services, to include video telecommunications and message center support. Support is also required for day-to-day operational issues associated with Navy's operations within Navy/Marine Corps Intranet (NMCI) in conjunction with the Continuity of Services Contract CoSC.

2. PERFORMANCE REQUIREMENTS

The contractor shall adhere to the following performance-oriented requirements in support of NPC Message Center, NMCI operations, and video telecommunications center. The Government's quality assurance procedure and the service provider's minimum satisfactory ratings for these requirements are set forth in this performance work statement. Place of performance is Naval Personnel Command (NPC), Millington, TN 38055.

2.1 MESSAGE CENTER

The NPC Message Center processes on average over 116, 000 messages per month via Government Official Information Exchange System (GOES) and Navy Regional Enterprise Messaging System (NREMS). Messages include Permanent Change of Station (PCS) orders, sexual assault SITREPS, overseas screening, suitability and unsuitability for assignment, reservist mobilization and demobilization, active duty/dependent/retiree death notification, advancement, desertion and return of deserter, medical board, discharges, exceptional family member messages, personnel messages, instructional messages, and all Navy-wide messages. The Message Center is staffed Monday through Friday, 0600-1700. The contractor shall perform the following tasks:

2.1.1 Ensure all message traffic originated by the commands serviced by the Memphis Messaging Center (MMC) meets the requirements for reliable, secure and rapid communications.

2.1.2 Route incoming and outgoing messages to the appropriate codes, using office codes, keywords and personal names. Outgoing messages will ensure that the Official Information Exchange (OIX) address is valid and

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incoming messages are distributed via specific profile configurations.

2.1.3 Maintain all logs and files (communications log, access roster, pick up/drop off authorization list, etc.).

2.1.4 Track all transmitted and/or received mail to ensure it is processed correctly.

2.1.5 Notify codes of pending Special Handling messages.

2.1.6 Draft service messages as necessary.

2.1.7 Maintain the Distributed Plain Language Verification System (DPVS) on the network on a weekly basis.

2.1.8 Perform routine maintenance on stand-alone programs required to process message traffic.

2.1.9 Maintain an inventory of all publications and equipment in the MMC.

2.1.10 Operate the U.S. Message Text Format Editor Program, Message Disseminating System (MDS), Message Distribution Terminal (MDT), and the BMHS.

2.1.11 Perform maintenance of user profiles (the profile sets what messages a certain function or code will receive), processing of message service requests, research of message delivery failures and the troubleshooting of communication issues, and deletion of duplicate messages.

2.1.12 Maintain Standard Operating Procedures (SOP) for all functions, updates for all function changes.

2.1.13 Provide weekly and monthly status reports and monthly on-board reports via email to the TOM, GPM, AGPM and GTR in MS Word Format.

2.1.14 Provide Customer Service Request (CSR) metrics report to include category breakdown and resolution times. The frequency will be monthly and as needed by the GTR.

2.1.15 Process official Navy and Department of Defense message traffic per Navy Telecommunications Publications (NTP) 3 and Navy Admin Manual (NAVADMIN) 0160-470.

2.1.16 Delete duplicate messages before posting to the NMCI message folders.

2.1.17 Transfer Messaging duty phones to the Millington Data Center at 1700. Transfer the phones back at 0600 Monday through Friday. Log transfers into the Message Center log book.

2.2 NMCI OPERATIONS

2.2.1 Process Move Add Change (MAC) requests for NPC and Memorandum of Agreement (MOA) commands per NMCI instructions.

2.2.2 Utilize Administration Pack (ADMINPAC) to manage administrative rights on the NMCI network to complete the following requests:

Validate user permissions (permissions on the legacy network transfer to NMCI).

Grant various and allowed user permissions on the NMCI network.

Validate or grant group permissions.

Validate or grant public folder permissions.

Provide shared folder administration to include folder structure and folder permissions.

Administer Security Groups to include adding and removing personnel from a defined security group or changing permissions of a security group.

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Manage distribution lists.

Manage public folders to include public folder structure and permissions of public folders.

Manage MDS folders for message traffic in cooperation with the Message Center.

2.2.3 Manage Functional Mailboxes to include owner management and functional mailbox creation.

2.2.4 Provide technical assistance and systems analysis involving the migration of legacy applications to NMCI.

2.2.5 Provide technical assistance and systems analysis involving the NMCI Enterprise Tool (NTET), Service Request eForms (SReF), Requirement to Award Process Tool (RAPT), and NMCI eMarketplace processes.

2.2.6 Provide technical assistance for migrating NPC and MOA commands functional requirements and strategies to NMCI solutions.

2.2.7 Provide NMCI Science and Technology (S&T) seat management as requested by the S&T manager.

2.2.8 Troubleshoot connectivity issues, hardware and software issues.

2.2.9 Troubleshoot and re-image S&T seats per S&T instructions as required.

2.2.10 Assist in maintaining the S&T application database as required by the S&T manager.

2.2.11 Use Government mandated software tools to manage the NMCI process.

2.2.12 Assist in NMCI Fiscal Year order and requirement gathering process.

2.2.13 Provide NPC and MOA command NMCI Service Request Management (SRM) support.

2.2.14 Track project status using Microsoft Project, to include timelines with milestones and resource usage.

2.2.15 Provide weekly and monthly status reports and monthly on board report via email in MS Word format.

2.2.16 Provide monthly metrics reports to include category breakdown of MACs and resolution times.

2.3 VIDEO TELECOMMUNICATIONS CENTER (VTC)

Volume of VTCs for all video teleconference rooms is estimated to be approximately 14 per business day.

Contractors will be required to be on call. Cell phones or pagers will be provided by the Government for those contractors who are on-call. Contractors will be compensated for all on-call time. The contractor shall perform the following tasks:

2.3.1 Provide planning, designs, development, engineering, evaluation, implementation, test and acceptance, operation, maintenance, oversight, coordination, documentation, reporting and management for video teleconferencing systems, facilities and networks.

2.3.2 Set-up and monitor the performance of unclassified and classified video teleconferences in order to correct any problems that may arise, e.g. loss of video, loss of audio, or disconnects.

2.3.3 Configure and install video teleconferencing equipment.

2.3.4 Provide weekly and monthly status reports to include metrics of usage and monthly on board report via email. Format will be MS Excel and Word.

2.3.5 Hardware supported is Polycom (Picturetel) VTC equipment that will be NPC and NMCI supplied.

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2.3.6 Software supported is Ploycom (Picturetel) VTC software and Windows 2000 and XP.

2.3.7 Though most VTC's will be conducted during normal business hours, it may be necessary to support VTC at times other than normal business hours. The contractor will receive prior approval from the COR to work other than normal business hours.

3. ACRONYMS

BMHS	Bulk Message Handling System
BUPERS	Bureau of Naval Personnel
CAC	Common Access Card
CNO	Chief Naval Operations
COR	Contracting Officer's Representative
COTS	Commercial Off-the-Shelf
CSR	Customer Service Request
DCNP	Deputy Chief of Naval Personnel
DPVS System	Distributed Plain Language Verification
GOES	Government Official Information Exchange System
IT	Information Technology
IT/IM	Information Technology/Information Management
JFTR	Joint Federal Travel Regulations
JTR	Joint Travel Regulations
M&P	Manpower and Personnel
MAC	Move Add Change
MDS	Message Disseminating System
MDT	Message Distribution Terminal
MMC	Memphis Message Center
MOA	Memorandum of Agreement
NAC	National Agency Check with Local Agency
NACLIC	Credit check
NAVADMIN	Navy Admin Manual
NAVOSH	Navy Occupational Safety and Health
NAVPERSCOM	Naval Personnel Command
NMCI	Navy/Marine Corps Intranet
NREMS	Navy Regional Enterprise Messaging System
NTP	Navy Telecommunications Publications
OPNAVINST	Office of the Chief of Naval Operations Instruction
PCS	Permanent Change of Station
PSI	Personnel Security Investigation
S&T	Science and Technology
SOP	Standard Operating Procedure
SRM	Service Request Management
TAR	Travel Request
TOM	Task Order Monitor
TPOC	Technology Point of Contact
VAL	Visit authorization Letters
VTC	Video Telecommunications Center

4. NAVSUP 5252.204-9400 Contractor Access to Federally Controlled Facilities and/or Unclassified Sensitive Information or Unclassified IT Systems (May 2010)

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

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responsibility of the command/facility where the work is performed to ensure compliance.

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

Non-Sensitive Positions

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc.) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the US (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DOD instruction) and

- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a Federal Bureau of Investigation (FBI) fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NAC!

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

Sensitive Positions

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

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

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

IT Systems Access

When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) 15 training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when re-investigations are required.

Security Approval Process

The Contractor's Security Representative shall ensure that each individual employee pending assignment shall accurately complete the required forms for submission to the Navy Command's Security Manager. The Contractor's Security Representative shall screen the investigative questionnaires for completeness and accuracy and for potential suitability/security issues prior to submitting the request to the Navy Command's Security Manager. Forms and fingerprint cards may be obtained from the Navy Command's Security Manager. These required items, shall be forwarded to the Navy Command's Security Manager for processing at least 30 days prior to the individual employee's anticipated date for reporting for duty. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy Command's Security Manager may render the contract employee ineligible for the assignment. A favorable review of the questionnaire and advance fingerprint results are required as an interim measure prior to the contract employee start date. An unfavorable determination made by the Navy Command's Security Manager is final and such a determination does not relieve the contractor from meeting any contractual obligation under the contract.

If contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). The contractor shall include the IT Position Category per SECNAV M-551 0.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a position of trust determination. When a favorable determination is not made, contractor employees shall not be permitted to work on this contract effort and if already working on the contract shall be removed immediately.

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The potential consequences of any requirements under this clause including denial of access for a proposed contractor employee who fails to obtain a favorable trustworthiness determination in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees for working in non-sensitive positions, with sensitive information, and/or on Government IT systems. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have physical access to a federally controlled facility and/or access to a federally-controlled information system/network and/or access to government information.

(End of Clause)

NOTE: The contractor shall insert this clause by full text in all subcontracts when the subcontractor is permitted to have physical access to any area of a federally controlled base, facility, or activity, and/or access to a DoD computer/network, to perform certain unclassified either non-sensitive or sensitive duties.

5. SAFETY REQUIREMENTS

The contractor shall maintain safety and health standards consistent with the requirements of OPNAVINST 5100.23, Navy Occupational Safety and Health (NAVOSH) Program and other requirements as set forth in this order.

5.1. If the contractor fails or refuses to promptly comply with safety requirements, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop work order shall be made the subject of a claim for extension of time or for excess costs or damage to the contractor.

5.2. Accident Reporting. The contractor shall maintain an accurate record of, and shall report to the TOM orally, within one hour, all accidents resulting in death, trauma, occupational disease, property and/or equipment damage caused by contractor employees. Within two working days of any accident, the contractor shall submit to the TOM the Accidental Injury/Death Report (OPNAV 5102/1) and/or the Material (Property) Damage Report (OPNAV 5102/2).

5.3. Emergency Medical Care. Only emergency medical care is available in Government facilities to contractor employees who suffer on-the-job injury or illness.

6. SECURITY REQUIREMENTS.

6.1. The work to be performed under this contract as delineated in the DD Form 254, involves access to and handling of classified material up to and including SECRET.

6.2. In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DDINST 5220.22M), and (3) assure compliance with any written instructions from the NPC Security Officer.

6.3. Neither the contractor, nor any of its employees will disclose, or cause to be disseminated, any information concerning the operations of the activity which could result in, or increase the likelihood of the possibility of a breach of the activity's security or interrupt the continuity of its operations.

6.4. Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the contractor or any person under his control in connection with the work under this contract, may subject the contractor, his agents or employees to criminal liability under Title 18, Sections 793 and 798 of the United States Code. All inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result, or in connection with, the performance of this contract, the resolution of which may require further study should be reported to the COR.

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6.5. Regulations. The contractor and his employees shall be acquainted with, and obey all Government regulations as posted, promulgated, or as provided by the TOM, or delineated within this order.

6.6. Deviations from, or violations of, any of the provisions of this section shall, in addition to all other criminal and civil remedies provided by law, subject the contractor to immediate termination for default and/or the individuals involved to a withdrawal of the Government's acceptance and approval of employment.

6.7. Contractor Badge Requirement.

6.7.1. All contractors are required to obtain Common Access Card (CAC). Contract Facility Security Officer will send copy of VAL to government identified Trusted Agent (TA) for all new employees and also for CAC renewals. Request will contain contractor first, last and middle name as well as Social Security Number, Date of Birth and email address. Email address of Human Resource Manager can be given. TA will input information into Contractor Verification System (CVS). TA will supply temporary username/password to contractor. Contractor will log into CVS and complete application. TA will either reject or approve completed application in CVS. If approved, contractor information will be input in DEERS and contractor will be notified that they can make appointment with local CAC issuance office. Appointment must be made prior to going to CAC office. Contractor is required to provide two (2) forms of identification to CAC office.

6.7.2. An automobile decal will be issue by NPC Security Office upon presentation of a valid contractor CAC and the completion of a automobile decal request.

6.7.3. The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

6.7.4. Each employee shall wear the badge on the outer clothing, above the waist.

7. QUALITY ASSURANCE

A Quality Assurance Surveillance Program (QASP) will be used during the life of the contract to ensure that the services required by this PWS are in fact being performed by the contractor in an acceptable manner. The Quality Assurance Surveillance Program will be conducted in accordance with the Quality Assurance Surveillance Plan administered by the Contracting Officer's Representative (COR) after contract award.

(a) Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the COR to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term.

(b) Performance Standards:

(1) The deliverables under this task order will be consistently technically accurate.

(2) The services delivered under this task order will be consistently of high quality.

(3) The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).

(4) The contractor will be consistently responsive to Government customers in its performance of this task order.

(5) For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".

(c) Evaluation Methods: The COR will conduct performance evaluations based on the standards in paragraph (b) above using the following technique:

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(1) During the performance period of the task order, the COR will continually monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.

(2) Every 12 months after the effective date of the task order, the COR will prepare a Task Order Performance Evaluation (TOPE) documenting the results of the efforts performed under paragraph 3.a. above.

(3) The TOM will upload the TOPE to the Sea-Port Portal.

(d) Remedy

(1) If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the COR will submit a negative TOPE on the SeaPort Portal for the applicable Performance Standard.

(2) This is a significant negative remedy as the TOPE is a key part of the Performance Monitoring process which: (i) Provides input to the annual Contractor Performance Assessment Report (CPAR); and (ii) Determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

(e) Metrics

It is intended that this task order will be performance-based. The following is a representative but not all-inclusive list of metrics that may be required under this task order:

(1) Performance Metric. The Contracting Officer's Representative (COR) and/or his

Technical Assistant (TA) will assess the methodology for performing the tasks required to satisfy the requirement set forth in the task order to ensure that the performance has achieved the intended outcome. The COR will measure the contractor's performance against the standards and other guidance associated with performing the required tasks. The following areas will be focal points for the performance metric:

Working Papers – ability to document procedures of how the work was performed in accordance with the standards and other guidance associated with performing the required tasks.

- Internal Controls – compliance in terms of being able to document and perform the review of internal controls. Specific areas will include the proper recording, processing and data reporting, ensuring accuracy of data, preparing data, validating, inputting, resolving errors, and assessing internal controls effectiveness.
- Test plans – methodology/procedures used to document and perform test of internal controls, data completeness, availability, accuracy, timeliness, compliance, with standards and other guidance associated with performing required tasks. Also, that the level of testing was based on an assessment of the level of risk.

(2) Schedule Metric. The due dates for deliverables and the actual accomplishment of the schedule will be assessed against original due dates and milestones established for the individual task orders.

(3) Cost Metric. The COR will review interim vouchers to monitor the contractor's expenditures throughout the task order implementation and inform the cognizant Defense Contract Audit Agency (DCAA) Office of any errors. Also, the COR will analyze the impact on cost of any inaccurate management assertions, acceleration of the due dates for the financial reports, or the lack of personnel.

8. MEETINGS:

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The contractor's Program Manager shall meet with the COR weekly during the first month of the contract. Meetings will be as often as necessary thereafter, as determined by the COR. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings shall be signed by the contractor the COR. If the contractor and the COR do not concur with the minutes, supporting documentation shall be forwarded to the Contracting Officer within (5) five days.

9. DAMAGE OR LOSS OF CONTRACTOR'S SUPPLIES AND CONTRACTOR'S EMPLOYEES PROPERTY.

The contractor is responsible for the safety of his supplies, materials and equipment and the personal property of his employees from loss, damage, or theft.

10. HOURS OF OPERATION

The contractor is responsible for conducting business during regular working hours (refer to the specific functional requirements for hours of operation) except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. 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 that the stability and continuity of the workforce are essential.

The normal hours of operations at Navy Personnel Command are from 0730 to 1600 daily, Monday thru Friday weekly.

Name of Holiday	Time of Observance
New Year's Day	1 January
Dr. Martin Luther King Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	11 November
Thanksgiving Day	4 th Thursday in November
Christmas Day	25 December

If any of the above holidays occur on a Saturday, then Friday may be observed as the holiday. Similarly, if one falls on a Sunday, then Monday may be observed as the holiday.

11. PERIOD OF PERFORMANCE

Performance period will consist of 36 months encompassing a base period commencing 04 April 2012 and continuing through 31 March 2013 plus two (2), twelve (12) month options.

12. FEDERAL HOLIDAYS

12.1 The contractor (except for Message Center support) will not be required to perform services on the recognized Federal Holidays.

12.2 For contract requirements having a due date that falls on a Friday which is being celebrated as the Federal

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Holiday, the due date shall be the preceding Thursday.

13. CONTRACTOR TRANSITION

To ensure the smooth transition to contractor performance and to prevent possible decreases in productivity, the contractor shall be authorized to have personnel on board, at no additional cost to the contract, during the thirty (30) day period prior to contract start date. Contractor personnel shall not interfere with the normal conduct of Government business. During this period the service provider may become familiar with contract requirements to commence full performance on contract start date.

14. CONTINUITY OF SERVICES

Upon expiration of this contract, the contractor shall give his/her best effort and cooperation to a successor. The contractor shall upon written notification by the Contracting Officer, provide phase-in, phase out (PIPO) services for up to thirty (30) days after this contract expires. An equitable adjustment to the contract price shall be negotiated between the Government and contractor for the additional work.

15. GOVERNMENT-FURNISHED EQUIPMENT/ITEMS

15.1. The Government will provide, without cost, facilities, equipment, materials and services listed below:

15.2. Telephones. The Government will provide necessary telephones. Telephones will have local, DSN and long distance capabilities. The contractor shall keep a log of all long distance toll calls. The log shall include the name of the person placing the call, person or activity called, telephone number called, and the date of the call. The log shall be turned over to the COR by the 5th workday of the month following the month in which the calls were placed. The cost of non-official long distance calls shall be paid by the contractor.

15.3. The Government will furnish either cell phone or pagers for contractors who are required to be on call to support tasks that on-call is required.

15.4. Work spaces with standard computer, software suite and connectivity.

15.5. Building passes for the location in which the work will be performed and Common Access Cards (CAC).

16. TRAVEL

All Government directed travel and per diem associated with work requirements listed in this PWS shall be billed in accordance with the Joint Federal Travel Regulation and the Joint Travel Regulation (JFTR/JTR). Travel required to complete tasking will be reported at the specific project level. The TOM shall authorize all travel prior to commencement of travel. All travel associated with training of personnel is the contractor's responsibility.

17. RELEASE OF PUBLIC INFORMATION

17.1. All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result of, or in connection with the performance of this contract, shall be directed to the Contracting Officer if a response requires the dissemination of official information to the public.

17.2. Disclosure of information relating to the services in this PWS to any person not entitled to receive it, or failure to safeguard any classified information that may come to the contractor or any person under his/her control in connection with work under this contract, may subject the contractor, its agent or employees to criminal penalties under 18 USC 793, and 798. Neither the contractor nor any of its employees shall disclose or cause to be disseminated any information covered under the Privacy Act (e.g. home addresses, social security numbers, personal telephone numbers of personnel, selection board information) to which the contractor may have access.

18. NON-DISCLOSURE AND NON-USE OF DATA

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(a) Data

All data (including but not limited to Planning, Programming, Budgeting, and Execution (PPBE) documents and data as described in DoD Directive 7045.14, "The Planning, Programming, and Budgeting System," May 22, 1984, Change 1, July 28, 1990 and Deputy Secretary of Defense Memorandum, "Control of Planning, Programming, Budgeting, and Execution (PPBE) Documents and Information," 27 March 2004) obtained, received, or learned by the Contractor and/or its personnel and/or subcontractors as a result of performance of this contract shall be deemed to be "sensitive" and/or "proprietary" whether or not such data is so designated or marked. The Contractor and its personnel and subcontractors shall restrict access to data obtained, received, or learned as a result of performance of this contract to the minimum number of Contractor personnel or subcontractors necessary for performance of this contract. No one who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements shall be involved in direct performance of this order. The Contractor shall ensure that each of its personnel and subcontractors who obtains, receives, or learns data as a result of performance of this contract understands and complies with this "Non-Disclosure and Non-Use of Data" clause.

(b) Non-Disclosure of Data

The Contractor and its personnel and subcontractors shall disclose data obtained, received, or learned as a result of performance of this contract only to Contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such data is required in performance of this contract. The Contractor and its personnel and subcontractors shall not disclose such data to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent disclosure of such data except as specifically permitted herein.

(c) Non-Use of Data

The Contractor and its personnel and subcontractors shall use data obtained, received, or learned as a result of performance of this order only in direct performance of this order and for no other purpose. The Contractor and its personnel and subcontractors shall not use or consider such data in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent use of such data except as specifically permitted herein.

(d) Non-Disclosure/Non-Use Agreements

Before any of the Contractor's personnel becomes involved in performance of this contract, the Contractor shall obtain a non-disclosure/non-use agreement signed by that person. The non-disclosure/non-use agreement shall state that:

(1) He/she shall disclose data obtained, received, or learned by him/her as a result of performance of this contract only to Contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such data is required in performance of this order.

(2) He/she shall not disclose data obtained, received, or learned as a result of performance

of this order to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements.

(3) He/she shall use data obtained, received, or learned as a result of performance of this order only in direct performance of this contract and for no other purpose.

(4) He/she shall not use or consider data obtained, received, or learned as a result of performance of this order in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement.

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In the event that the Contractor, its personnel, and or subcontractors will obtain, receive, or learn data of other entities as a result of performance of this contract, the Contractor shall execute a non-disclosure/non-use agreement with each such entity prior to having access to the data provided by the entity.

(e) Requirement to Disclose Data

If the Contractor, its personnel and/or is subcontractors receive a court order requiring disclosure of data obtained, received, or learned as a result of performance of this contract or if the Contractor believes disclosure of such data is otherwise required by law or regulation, the Contractor shall contact the Contracting Officer immediately and fully inform the Contracting Officer of the court order or other requirement prior to any disclosure of data.

(f) Exception

This "Non-Disclosure and Non-Use of Data" clause does not apply to data which the Contractor can demonstrate was obtained, received, or learned in a way other than as a result of performance of this order.

(g) Government Remedy

Any violation of the terms of this "Non-Disclosure and Non-Use of Data" clause is a material and substantial breach of this order, and the Government may, in addition to any other remedy available, terminate this contract, or any part thereof, for cause or default.

(h) Non-disclosure/Non-Use Agreements

The contractor shall maintain all Non-Disclosure and Non-Use of Data agreements required by this clause and shall make such agreements available for immediate inspection by the Contracting Officer.

19. DEFINITIONS

19.1 GENERAL. The following terms used in this performance work statement and in the performance of this order shall have the meanings set forth below.

BUREAU OF NAVAL PERSONNEL (BUPERS). The agency responsible for directing/managing the qualitative and quantitative manpower requirements of the Navy (i.e., personal and family support programs).

CONTRACTING OFFICER. The Government employee with the authority to enter into, administer, modify, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

TASK ORDER MANAGER (TOM). The Government employee responsible for assuring contractor performance through audits, documentation, and liaison with the Contracting Officer. The TOM is appointed in writing by the Contracting Officer. The TOM has no authority to modify this contract, resolve disputes, or obligate funds.

CONTRACTOR. That entity or its representative responsible for the delivery of the services or materials specified in this contract, as designated by contract award.

DoD. Department of Defense.

EXTENDED WORK WEEK. Any hours worked over a forty hour work week

FEDERAL HOLIDAY. For purposes of this contract, the following are recognized Federal Holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

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MAC. Move, add, change

PERFORMANCE MEASURE. The measurement that determines acceptable and unacceptable performance.

QUALITY ASSURANCE. Those actions taken by the Government to check goods or services to determine that they meet the requirements of the contract.

QUALITY ASSURANCE EVALUATOR (QAE). A Government employee responsible for the surveillance of a Contractor's performance.

QUALITY ASSURANCE SURVEILLANCE PLAN. The plan which outlines those actions which may be taken by the Government to check the goods or services provided by a Contractor, to determine they meet the requirements of the contract.

QUALITY CONTROL. Those actions taken by the Contractor to control the production of goods or services so that they will meet the requirements of the contract.

QUALITY CONTROL (QC) PLAN. The plan which outlines those actions to be performed by the contractor to control the provision of services to ensure they meet the requirements of the contract.

UNIFORMED SERVICES. The Air Force, Army, Navy, Marine Corps, Coast Guard, Commissioned Corps of the National Oceanic and Atmospheric Administration, and Commissioned Corps of the Public Health Service.

20. COMPLIANCE

Section 508 Compliance: All information technology products acquired or developed by a federal agency after June 25, 2001 must be compatible with accessories that permit people with disabilities to use that equipment. These accessories include screen readers for the blind and telephone technology for the deaf. While agencies do not have to install assist devices and technology in their offices until an employee with disabilities is hired, any office equipment bought after June 25, 2001 must meet specific standards so assist devices can be attached if required. All Electronic and Information Technology (EIT) procured through this task must meet the applicable accessibility standards at 36 DFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 509 of the Rehabilitation Act of 1973, as amended, and is available at <http://section508.gov/accessible.html> -Part 1194. The contractor shall indicate for each line item in the schedule whether each product or service is compliant or noncompliant with the accessibility standards at 36 DFR 1194. Further, the proposal must indicate where full details of compliance can be found (e.g. vendor's website or other exact location).

21. WORK ENVIRONMENT

The environment listed below describes the environment to be supported for this contract.

MESSAGE CENTER ENVIRONMENT (2.1):

Gate Guard, MDS, AUTODINREL, and MDT terminals

NMCI OPERATIONS ENVIRONMENT (2.2):

VIDEO TELECOMMUNICATIONS CENTER (VTC) ENVIRONMENT (2.3):

22. POINTS OF CONTACT:

Contracting Officer's Representative (COR)

Name: Gail Fried

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Address: 5720 Integrity Drive, Millington, TN 38054

Phone: 901-874-2315 or DSN 882-2315

Email: gail.fried@navy.mil

Technical Assistant (TA)

Name: Bill Wilson

Address: 5720 Integrity Drive, Millington, TN 38054

Phone: 901-874-3304 or DSN 882-2315

Email: bill.wilson1@navy.mil

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

INSPECTION AND ACCEPTANCE (SERVICES) (OCT 1992)

Inspection and acceptance of services to be furnished hereunder shall be made, upon completion of the services, by the Contracting Officer's Representative (COR), Naval Personnel Command, Millington, TN.

(End of Provision)

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

4000 04/01/2012 - 03/31/2013

5000 04/01/2012 - 03/31/2013

6000 04/01/2012 - 03/31/2013

6003 04/01/2012 - 03/31/2013

6006 04/01/2012 - 03/31/2013

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

4001 04/01/2013 - 03/31/2014

5001 04/01/2013 - 03/31/2014

6001 04/01/2013 - 03/31/2014

6004 04/01/2013 - 03/31/2014

6007 04/01/2013 - 03/31/2014

4002 04/01/2014- 03/31/2015

5002 04/01/2014- 03/31/2015

6002 04/01/2014- 03/31/2015

6005 04/01/2014- 03/31/2015

6008 04/01/2014- 03/31/2015

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SECTION G CONTRACT ADMINISTRATION DATA

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

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

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

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

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

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

	Routing Table	Contracting Officer Notes
WAWF Invoice Type	Combination	Select 2-in-1 for FFP Services Only. Select Cost Voucher for all Cost Type Contracts.
Contract Number	N00178-05-D-4155	
Task Order Number	EX01	
Issuing Office DODAAC	N00189	
Admin Office DODAAC	S2404A	
Inspector DODAAC (usually only used when Inspector & Acceptor are different people)	N/A	
Ship To DoDAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)	N62980	
Acceptance At Other	N/A	
Local Processing Office (Certifier)	N62980	
DCAA Office DODAAC (Used on Cost Voucher's only)	HAA721	
Paying Office DODAAC	HQ0338	
Acceptor/COR Email Address	Gail.fried@navy.mil	

(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

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SECTION H SPECIAL CONTRACT REQUIREMENTS

52.219-6 -- Notice of Total Small Business Set-Aside (June 2003)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *General.*

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006) (ALTERNATE I MAY 2006)

(a) Contract line item CLIN 5000 is incrementally funded. The sum of \$ [REDACTED] is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for

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performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

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██████████)

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The highest level of security that will be required under this contract is **SECRET** as designated on DD Form 254 attached hereto and made a part hereof.

The offeror shall indicate the name, address and telephone number of the cognizant security office;

Chantilly Field Office
Defense Security Service (IOFCC2)
14428 Albemarle Point Place, Suite 140
Chantilly, VA 20151
Phone: 703-428-0018
Fax: 703-325-0374

The facilities to be utilized in the performance of this effort have been cleared to **SECRET** level. The offeror should also provide the above information on all proposed subcontractors who will be required to have a security clearance.

DCAA Cognizant Office

DCAA Reston Branch Office
171 Elden Street
Herdon, VA 20170-4810
E-mail: dcaa-fao6321@dcaa.mil
phone number: 703-735-8221

APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE

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

NAME: Gail Fried
MAIL ADDRESS: Naval Personnel Command, Code Pers-34
5720 Integrity Drive
Millington, TN 38054

TELEPHONE NUMBER 901-874-2315 or DSN 882-2315
E-MAIL ADDRESS: gail.fried@navy.mil

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

(c) 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.

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WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT

An attachment hereto sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor.

Wage Determination # 2005-2495 (Rev.13)

52.222-42 -- Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits
Operating Systems (14044)	GS-2210- 7
Operating Systems (14045)	GS-2210-7
Operating Systems (14043)	GS-2210-5
Systems Analysis/Operating Systems (13110 & 14103)	GS-2210-11
Systems Analysis (14103)	GS-2210-11

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SECTION I CONTRACT CLAUSES

NOTE: ALL OF THE PROVISIONS AND CLAUSES OF SECTION I OF THE BASIC CONTRACT APPLY TO THIS TASK ORDER (UNLESS OTHERWISE SPECIFIED IN THE TASK ORDER)

FAR 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 prior to expiration of the contract; provided that the Government gives the Contractor a preliminary written notice at any time before contract expiration. 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 36 months.

DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006) (ALTERNATE I) (MAY 2006)

(a) Contract line item CLIN 5000 is incrementally funded. The sum of \$ [REDACTED] is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in

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amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

[REDACTED]

[REDACTED]

[REDACTED]

CLAUSES INCORPORATED BY REFERENCE

52.219-8 Utilization of Small Business Concerns

252.222-7006 Restriction on the Use of Mandatory Arbitration Agreements

252.239-7001 Information Assurance Contractor Training and Certification

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SECTION J LIST OF ATTACHMENTS

Exhibit A - DD Form 1423, Contract Data Requirements List

Attachment I - DD Form 254, "CONTRACT SECURITY CLASSIFICATION SPECIFICATION (updated)

Attachment II - Quality Assurance Surveillance Plan

Attachment III - DOL Wage Determination # 2005-2495 (Rev.13)

Attachment IV- Corporate Experience and Past Performance Form

Attachment V - Contract Administration Plan (CAP)

Attachment VI - Historical Workload Data of Estimated Hours Worked Per Year Outside Normal Working Hours