

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-05-D-4418		2. DELIVERY ORDER NO. 7N01		3. EFFECTIVE DATE 2011 Sep 21		4. PURCH REQUEST NO. 1300192892		5. PRIORITY Unrated	
6. ISSUED BY SPAWAR Systems Center, Pacific 53560 Hull Street San Diego CA 92152-5001			CODE N66001	7. ADMINISTERED BY DCMA SURFACE COMMUNICATION AND SUPPORT SYSTEMS PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427			CODE S3915A	8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)	
9. CONTRACTOR Knight Networking and Web Design, Inc. 12000 Lincoln Drive West, Suite 104 Marlton NJ 08053-3403			CODE 1RPR9	FACILITY	10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS X SMALL SMALL DISADVANTAGED WOMEN-OWNED		
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266			CODE HQ0337	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		Reference your _____ furnish the following on terms specified herein. 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.

Knight Networking and Web Design, Inc. Elia 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	\$2,131,822.79
	BY: /s/John A McIvers	09/21/2011 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
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e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. D.O. VOUCHER NO.	30. INITIALS
	PARTIAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
FINAL			
f. TELEPHONE	g. E-MAIL ADDRESS		34. CHECK NUMBER
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.			35. BILL OF LADING NO.
a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		

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

This is an award from Solicitation N00024-11-R-3188.

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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
4001	Technical Services in Support of Computer Systems Operations and Hardware Maintenance IAW the Performance Work Statement (PWS), Section C and Exhibit A - Contract Data Requirements List (CDRL) (OTHER)	1.0 LO	\$2,036,073.11	\$95,749.68	\$2,131,822.79
4101	Technical Services in Support of Computer Systems Operations and Hardware Maintenance IAW the Performance Work Statement (PWS), Section C and Exhibit A - Contract Data Requirements List (CDRL) (OTHER) Option	1.0 LO	\$2,101,237.15	\$98,703.81	\$2,199,940.96
4201	Technical Services in Support of Computer Systems Operations and Hardware Maintenance IAW the Performance Work Statement (PWS), Section C and Exhibit A - Contract Data Requirements List (CDRL) (OTHER) Option	1.0 LO	\$2,167,081.29	\$101,721.07	\$2,268,802.36
7001	Technical Services in Support of Computer Systems Operations and Hardware Maintenance IAW	1.0 LO	\$2,231,732.91	\$104,765.48	\$2,336,498.39

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the Performance
Work Statement
(PWS), Section C
and Exhibit A -
Contract Data
Requirements List
(CDRL) (OTHER)
Option

B-1 ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this task order to accommodate the multiple types of funds that will be used under this order.

B-2 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT)

a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is 41,370 hours during the base year, and 41.370 hours during each of the three options. The 41,370 hours during the base year, and 41.370 hours during each of the three options include 0 (zero) uncompensated overtime labor hours.

(b) Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee amount shown in Section B by the number of estimated hours.

(c) Modifications.

If the contracting officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours. The estimated cost of the task order may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of **\$2.314** for Item 4001; **\$2.386** for Item 4101; **\$2.459** for Item 4201; and **\$2.532** for Item 7001 per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eightyfive percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference.

NOTE: The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work.

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B-3 ALLOTMENT OF FUNDS (JAN 1989) (5252.232-9200)

(a) This task order is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this task order for payment of fee, as provided in the Section I clause of this task order entitled "Fixed Fee", are as follows:

ITEM(S) ALLOTTED TO FIXED FEE

4001 \$9,207.47

(c) The amounts presently available and allotted to this task order for payment of cost, subject to the Section I "Limitation of Funds" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

ITEM(S) / ALLOTTED TO COST / PERIOD OF PERFORMANCE

4001 \$195,792.53 21 September 2011 through 20 September 2012

(d) The parties contemplate that the Government will allot additional amounts to this task order from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-1 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998) (SPAWAR C-301)

Work under this task order shall be performed in accordance with the below Performance Work Statement (PWS) and Attachment No. 3 Contract Data Requirements List (CDRL).

Title: COMPUTER SYSTEMS OPERATIONS AND HARDWARE MAINTENANCE OF COMPUTERS, PERIPHERALS, TACTICAL DISPLAYS, COMMUNICATION EQUIPMENT AND NETWORKS

1.0 INTRODUCTION

The Space and Naval Warfare Systems Center, Pacific (SSC Pacific), has a requirement for computer systems operation, hardware maintenance, field engineering, administration, and configuration technical support.

The Tactical Systems Integration and Interoperability Division, Code 535, is responsible for the operation and maintenance of the Combat Direction System Development and Evaluation Sites (CDES), a dynamic re-configurable test and integration lab supporting the Navy's next generation of Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) systems; The Program Generation Center (PGC), a computer center providing the resources necessary to develop software for the Command and Control Processor (C2P), C2P/REHOST, Common Data Link Management System (CDLMS), Tactical Data Link (TDL) communications, and Airborne Tactical Data Systems (ATDS) programs; and the labs that reside in C60 dedicated to ATDS, C2P, CDLMS, Range NTDS Upgrade System (RNUS) and the Taiwan Integration Facility (TIF). Combined, the labs are capable of providing support throughout the development, certification, and delivery phases of existing systems, and the facilities, equipment, and system engineering expertise for the development of a wide variety of new and/or upgraded military systems.

2.0 SCOPE

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Maintenance and Field Engineering support. The scope of this work includes installing/de-installing, maintaining, testing, troubleshooting and repairing of all militarized computer equipment, commercial computer systems, Personal Computers (PCs) and associated peripherals, printers, tactical displays, military computer systems, peripherals, radio and satellite communication equipment, networking components, TDL equipment, encryption devices and support equipment of the type listed in Appendix B. The equipment listed in Appendix B consists of approximately 60% militarized shipboard computer legacy equipment (circa 1970).

Computer Systems Operation and Administration support. The scope of this work includes computer system repair, rebuild, and backups, data transfer, magnetic media preparation, handling, storing and shipping of classified material, scheduling lab assets, monitoring lab access, assisting in equipment setup and troubleshooting, maintaining spare part and document inventories, providing customer support and properly securing classified spaces and containers. All PC, workstation, server, bridge and router administration within SSC Pacific's domain shall comply with Information Assurance Work Force (IAWF) policy.

Configuration Management support. The scope of this work includes maintaining equipment and document inventories, providing lab configuration/connectivity drawings, and assisting with the disposition of equipment and media.

3.0 DOCUMENTS

A comprehensive maintenance Technical Library is available. See Appendix A. Specific maintenance procedures are maintained in the individual laboratories.

4.0 TECHNICAL REQUIREMENTS

The Contractor shall perform the following tasks in accordance with Government referenced documentation and procedures. The maximum support required is three (3) eight-hour shifts per day, seven (7) days a week.

4.1 MAINTENANCE AND FIELD ENGINEERING

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The contractor shall:

Perform installation/de-installation of militarized computer equipment, commercial computer equipment, special application computer hardware, peripherals, tactical display equipment, communication equipment and networking equipment. See equipment listed in Appendix B.

Perform fault analysis, troubleshoot anomalies and make corrective repairs on the equipment listed in Appendix B.

Serve as technical liaison with equipment manufactures.

Maintain High Speed Digital Switch (HSDS) equipment, peripherals, and associated configurations.

Monitor and report anomalies of the environmental condition (power, water, air conditioning) of the Labs.

Execute equipment startup, shutdown and diagnostic procedures.

Fabricate cabling necessary to comply with equipment connectivity requirements (power, data, and communication).

Prepare, install, and maintain water cooled equipment.

Connect/Disconnect equipment power sources (PDUs and Breaker Panel Boxes).

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Use the web-based Trouble Report (TR) Database and/or associated databases and procedures for reporting all equipment and/or system problems.

Maintain a Preventive Maintenance System (PMS) schedule as set forth by the equipment's manufacturers and/or Navy technical manuals. Perform and Document PMs.

Maintain a Configuration Change Requests (CCR) database, utilizing associated databases and procedures, for initiating all equipment modifications, configuration changes, installations and de-installations.

4.2 OPERATIONS AND ADMINISTRATION

The contractor shall:

Provide for the day-to-day operation of the facilities' equipment. See

Appendix B.

Perform daily operational functions such as: data backups, reading and writing magnetic media, managing user accounts and assisting users.

Monitor system security logs for signs of attempted intrusions. Provide software developers classified data, via Compact Disc (CD), in accordance with security and operating procedures.

Provide technical support during fault isolation and troubleshooting events.

Implement safety and security procedures as defined by SSC Pacific/Department of Defense (DOD) policies or instructions.

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Utilize the 535 access list database to control access to all classified spaces as per SSC Pacific instructions and procedures.

Maintain the technical and reference library databases. Manage and control the technical libraries for C4ISR projects. Update documents by inserting changes when issued. Control the library documents through the use of check-in/check-out procedures. Provide periodic reports on the current inventory of the technical library documents.

Maintain a lab equipment schedule. Coordinate and publish a weekly user schedule of facility equipment and resources. Prepare a long range (Quarterly) schedule as per scheduling procedures. Provide weekly usage reports. Provide appropriate data for Quarterly Measurement and Analysis report.

Maintain a Hazardous Material (HAZMAT) Inventory as per SSC Pacific instructions.

4.3 CONFIGURATION MANAGEMENT (CM)

The contractor shall:

Maintain an inventory of Plant Accounted (PA) lab/office equipment.

Assist with periodic equipment inventories and provide reports as needed.

Maintain lab configuration/connectivity drawings.

Assist with the disposition of excess equipment and media.

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Maintain a historical library of CM drawings for reference.

Participate in Configuration Control Board (CCB) meetings.

4.4 DOCUMENT/MEDIA LIBRARIAN

Maintain the magnetic media and C4ISR document libraries. Manage and control the libraries for C4ISR projects. Add and scratch magnetic media as requested. Control the libraries contents through the use of electronic check-in/check-out procedures. Ensure all classified material in the library is stored, transferred, shipped and destroyed in accordance with SSC Pacific/DOD instructions.

Maintain the Material Control Center (MCC). Manage and control the media library for all users/projects. Control the library contents through the use of scanner PC check-in/check-out process. Ensure all classified material in the library is stored, transferred, shipped and destroyed in accordance with SSC Pacific/DOD instructions. Assist with bi-annual inventories.

Provide monthly (or as needed) reports on the current inventory of the media/document libraries (database reporting tool).

Provide a quarterly report on each user's inventory.

4.5 CAPABILITY MATURITY MODEL INTEGRATION (CMMI)

Manage and participate in Process Improvement initiatives as required.

Manage Configuration Management (CM) Process Improvement functions.

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4.6 PROCUREMENT/INVENTORY MANAGEMENT

Maintain an equipment parts inventory. Monitor and Report any shortages and/or necessary equipment/component repairs. Provide inventory reports as needed.

If required, execute minor part/equipment procurements.

4.7 COMPUTER SYSTEM ADMINISTRATION

Computer System Administrators must be SSC Pacific Information Assurance Work Force (IAWF) accredited engineers and/or technicians.

The Contractor shall ensure that personnel accessing information systems have the proper and current IA certification to perform IA functions of this PWS in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet applicable information assurance certification requirements, including (a) DoD-approved IA workforce certifications appropriate for each specified category and level and (b) appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M. Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

The contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions, reporting current IA certification status and compliance using CDRL Contractor Roster, DI-MGMT-81596.

5.0 SECURITY

The contractor and all contractor personnel must comply with local security policies, procedures, instructions and reporting procedures. Contractor personnel working on-site must have a current SECRET security clearance. They may also be required to hold an SSC Pacific COMMUNICATIONS SECURITY (COMSEC) MANAGEMENT SYSTEM (CMS) and NATO designations.

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6.0 TRAVEL

Local travel to ships in port and shore commands in support of C4ISR.

Local travel for material/parts pickup and delivery.

Government transportation will be available.

7.0 PLACE OF PERFORMANCE

The contractor shall have access to on-site facility spaces. The worksites are primarily located in SSC Pacific Building C-60 and Building 600.

8.0 PERFORMANCE BASED CRITERIA

8.1 PERFORMANCE REQUIREMENT

The contractor shall provide services and deliverables in accordance with this Performance Work Statement (PWS) and in accordance with the attached task order Contract Data Requirements List (CDRL) items.

8.2 PERFORMANCE STANDARD

The contractor's performance shall meet all of the requirements of this PWS and comply with all applicable guidance, directives, and standards. The contractor shall deliver all task order data items in accordance with the authorities, content, format, media, marking, applications, quantities, frequency and

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submission date, delivery method, addressee, and DD250 requirements specified in the CDRL for each data item.

8.3 ACCEPTABLE QUALITY LEVEL

The effectiveness of the contractor's deliverables and services will be measured for 100% compliance with all PWS and CDRL requirements. The Government will evaluate (1) the quality of services and deliverables in terms of the contractor's compliance with the performance standard, (2) the contractors' timeliness with respect to task order, milestones, and delivery schedules, (3) the contractor's cost control in terms of effectiveness in forecasting, managing, and controlling cost, and (4) the contractor's business relations in terms of timeliness, completeness, quality of problem identification and corrective action, and reasonable and cooperative behavior.

8.4 METHOD OF SURVEILLANCE

The Government will monitor and assess the contractor's performance against the Acceptable Quality Level in accordance with this task order's Quality Assurance Surveillance Plan (QASP) which will be attached at time of award.

8.5 INCENTIVE

Failure to meet acceptable quality levels may result in an unsatisfactory past performance report by the Government.

(END OF PWS)

C-2 QUALITY ASSURANCE PLAN

(1)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 Task Order Manager (TOM) 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.

(2) Performance Standards:

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- a. The deliverables under this task order will be consistently technically accurate.
- b. The services delivered under this task order will be consistently of high quality.
- c. The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).
- d. The contractor will be consistently responsive to Government customers in its performance of this task order.
- e. For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".

(3) Evaluation Methods: The TOM will conduct performance evaluations based the standards in paragraph 2 above using the following technique:

- a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
- b. Every 12 months after the effective date of the task order, a Contractor Performance Evaluation Assessment Report (CPAR) will be prepared to document the results of the efforts performed under paragraph 3.a. above.

(4) Remedy

- a. 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 TOM will submit a negative TOPE on the SeaPort Portal for the applicable Performance Standard.
- b. This is a significant negative remedy as the CPAR is a key part of the Performance Monitoring process which determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

C-3 SECURITY REQUIREMENTS (DEC 1999) (SPAWAR C-313)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 4 involves access to and handling of classified material up to and including Secret.

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 task order, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer, SSC-Pacific, Code 20351.

C-4 WORKWEEK (SSC-SD) (DEC 1999) (SPAWAR C-316)

(a) All or a portion of the effort under this task order will be performed on a Government installation. The normal work week for Government employees at the Space and Naval Warfare Systems Center, Pacific (SPAWARSYSCEN Pacific) is Monday through Thursday 7:15 AM to 4:45 PM and Friday 7:15 AM to 3:45 PM with every other Friday a non-work day. Work at this

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Government installation, shall be performed by the contractor within the normal work hours at SPAWARSYSCEN Pacific unless differing hours are specified on the individual delivery/task orders. The Contractor is not required to maintain the same hours as Government employees; however, contractor employees performing work at SPAWARSYSCEN Pacific must work during the normal workweek. The following is a list of holidays observed by the Government.

Name of Holiday Time of Observance

New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day First	Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the task order as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This task order does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours during a week. Therefore, during the SPAWARSYSCEN Pacific off-Friday (36 hour) week overtime will not be paid for non-exempt employees. During the work-Friday week (44 hour) the contractor is to schedule work so as not to incur overtime charges during the normal work week unless authorized in writing by the Government to do so. An example of this would be for contractor personnel to work during the hours of 7:45 AM to 4:15 PM Monday through Thursday and 7:15 AM to 3:45 PM Friday during the work-Friday week. The contractor may also elect to configure the workforce in such a way that no single employee exceeds 40 hours during a normal week even though normal SPAWARSYSCEN Pacific hours are maintained both weeks.

C-5 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999) (SPAWAR C-317)

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

(1) Routine inspection of contractor occupied work spaces.

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(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this task order and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this task order.

C-6 KEY PERSONNEL (DEC 1999)

(a) The offeror agrees to assign to this task order those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The offeror agrees that during the first 180 days of the task order 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 (c) below. After the initial 180-day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this task order must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this task order must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

NAME CONTRACT LABOR CATEGORY

Sr. Engineer

Tom Eskola

Sr. Log/Config Spec

Marshall Rothstein

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(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the task order work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the task order or the service order, the task order may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the task order price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

(End of clause)

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SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Task Order Manager

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

D-1 MARKING OF SHIPMENT (DEC 1999) (SPAWAR D-308)

Each shipment of material and/or data shall be clearly marked to show the following information:

SHIP TO:

SPAWAR SYSTEMS CENTER PACIFIC

RECEIVING OFFICER

4297 PACIFIC HIGHWAY, BLDG 7

CODE 43150

SAN DIEGO CA 92110-5000

MARK FOR:

Contract #: Nathan Watne, SSC Pacific COde 53522

Office: 619-553-9617, email: Nathan.Watne@navy.mil

Order #: TBD Item #

The receiving office is open for deliveries Monday through Thursday from 7:30 am to 4:30 pm.

D-305 PREPARATION FOR DELIVERY (MAR 1999)

(a) Supplies shall be prepared for delivery in accordance with ASTM-D-3951, "Standard Practice for Commercial Packaging", dated 01 September 1995.

(b) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129 "Military Standard Marking for Shipment and Storage."

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SECTION E INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE--DESTINATION (JAN 2002)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Task Order Manager or his/her duly authorized representative.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for the base effort is as follows:

4001: Date of base award to 20 September 2012

The period of performance for the option CLINs is as follows:

4101: 21 September 2012 to 20 September 2013

4201: 21 September 2013 to 20 September 2014

7001: 21 September 2014 to 20 September 2015

Services to be performed hereunder will be provided at the SPAWARSYSCEN Pacific, in San Diego, CA.

F-1 PERIODS OF PERFORMANCE (DEC 1999)

The above period(s) of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 "Option to Extend Services" or FAR 52.217-9 "Option to Extend the Term of the Contract."

Any option CLIN period of performance which extends past the current period of performance of the basic contract is only valid to the extent that the basic contract period of performance is extended.

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SECTION G CONTRACT ADMINISTRATION DATA

G-2 INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Consistent with task order clause H-1, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN) listed on the attached Financial Accounting Data (FAD) sheet. The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

G-3 TYPE OF CONTRACT (DEC 1999) (SPAWAR G-314)

This is a level of effort (LOE), cost-plus-fixed-fee (CPFF) type task order.

G-300 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (APR 2007)

(a) Invoices for services rendered under this task order shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their Cage Code activated by calling 1-866-618-5988. Once activated, the vendor shall selfregister at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.

(c) Back-up documentation can be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in WAWF.

(d) A separate invoice will be prepared no more frequently than for every two weeks. Do not combine the payment claims for services provided under this contract.

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(e) The following information is provided for completion of the invoice in WAWF:

WAWF Invoice Type ¹	Cost Voucher
Issuing Office DODAAC	N66001
Admin DODAAC:	DD 1155 Block 7 of the resulting order
Inspector DODAAC (if applicable)	N66001
Acceptor DODAAC:	N66001
*LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Day)	
DCAA Auditor DoDAAC ² :	Cognizant
Service Approver DoDAAC ² :	N66001
PAY DODAAC:	DD 1155 Block 12 of resulting order

*MOCAS begins with HQ – then do not need LPO. If beginning with "N", enter that code number. If not, leave blank. REFERENCE: DFARS 232.7003(a)

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: Tammy Sanchez

Code: SPAWARSYSCEN Pacific, Code 22000

Address: 53560 Hull Street, San Diego CA 92152-5001

Phone: (619) 553-3200

E-Mail: tammy.sanchez@navy.mil

Task Order Manager

Nathan Watne, Code 53522

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53560 Hull St.

SAN DIEGO, CA 92152

nathan.watne@navy.mil

619-553-9617

```
Accounting Data
SLINID  PR Number      Amount
-----
4001    13001928920001      205000.00
LLA :
AA 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000667016
```

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BASE Funding 205000.00
Cumulative Funding 205000.00
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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 SEGREGATION OF COSTS (DEC 2003) (5252.232-9206)

(a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section G, under Accounting Data. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

H-2 DATA RIGHTS

The Data Rights clause in the basic contract is invoked for this task order.

H-3 CONTRACTOR PICTURE BADGE (DEC 1999) (SPAWAR H-323)

(a) A contractor picture badge may be issued to contractor personnel by the Space and Naval Warfare Systems Center Pacific (SPAWARSYSCEN Pacific) Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the TOM. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SPAWARSYSCEN Pacific prior to completion of the picture badge request.

(b) An automobile decal will be issued by SPAWARSYSCEN Pacific Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

(c) 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.

(d) At the completion of the contract, the contractor shall forward to SPAWARSYSCEN Pacific Security Office a list of all unreturned badges with a written explanation of any missing badges.

H-4 CONTRACTOR IDENTIFICATION (DEC 1999) (SPAWAR H-355)

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

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(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003) (SPAWAR H-359)

(a) Definition.

"Confidential business information," as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' confidential business information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout.

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(3) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in crafting performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) only under the following conditions:

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- (1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),
- (2) Access to confidential business information is restricted to individuals with a bona fide need to possess,
- (3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,
- (4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and
- (5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).
- (e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.
- (f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.
- (g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

H-6 RESERVED

H-7 TECHNICAL INSTRUCTIONS

- (a) Performance of work hereunder may be subject to written technical instructions signed by the Task Order Manager (TOM) specified in Section G of this task order. As used herein, technical instructions are defined to include the following:
- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details and otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work descriptions.
- (b) Technical instructions must be within the general scope of work stated in the task order. Technical instruction may not be used to: (1) assign additional work under the task order; (2) direct

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a change as defined in the "CHANGES" clause in this task order; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of the task order.

H-8 ORGANIZATIONAL CONFLICT OF INTEREST

The Organizational Conflict of Interest clause in the contractor's basic SeaPort IDIQ contract is incorporated in this task order by reference.

H-9 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-9.

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SECTION I CONTRACT CLAUSES

I-1 OPTION TO EXTEND THE TERM OF THE CONTRACT. (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 four years.

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SECTION J LIST OF ATTACHMENTS

PWS Appendix-A - list of Reference Documents at Government Site

PWS Appendix-B - List of Equipment to Operate and Maintain

Attachment 1: DD254 (TBD)

Exhibit A: CDRL