

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
J

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
02

3. EFFECTIVE DATE
12-Sep-2016

4. REQUISITION/PURCHASE REQ. NO.
N0016117RC16409

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00189

7. ADMINISTERED BY (If other than Item 6)

CODE

S0514A

NAVSUP FLC Norfolk, Detachment Philadelphia
700 Robbins Avenue, Bldg. 2B
Philadelphia PA 19111-5083

DCMA SAN DIEGO
9174 Sky Park Court, Suite 100
SAN DIEGO CA 92123-4353

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Strategic Data Systems dba SDS
610 West Ash Street #1100
San Diego CA 92101

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7939-EX01

10B. DATED (SEE ITEM 13)

19-Sep-2014

CAGE CODE
1KKU1

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)
52.217-9

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

12-Sep-2016

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to exercise the next option beginning 1 October 2016.

AVAILABILITY OF FUNDS: Funding provided herein is subject to the Continuing Resolution Acts, if any, and the final FY 17 DOD Appropriations Act passed by Congress. This funding is released for the period of time covered by the Continuing Resolution Act (CRA), in an amount proportionate to the period of time covered by CRA. Upon approval of further CRAs, if any, funding is released for the period of time covered by the additional CRA(s), in an amount proportionate to the amount of time covered by any additional CRA(s). The funding becomes fully available upon passage of the FY 17 DOD Appropriations Act.

Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from [REDACTED] by [REDACTED] to \$377,172.24.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
8002	O&MN,N	0.00	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from [REDACTED] by [REDACTED] to \$377,172.24.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
8002	0.00	[REDACTED]	[REDACTED]

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	D301	NAPS Client Support in accordance with the PWS. (O&MN,N)	12.0	MO	██████████	██████████
8001	D301	NAPS Client Support in accordance with the PWS. (O&MN,N)	12.0	MO	██████████	██████████
8002	D301	NAPS Client Support in accordance with the PWS. (O&MN,N)	12.0	MO	██████████	██████████

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT
FOR
NAVAL ACADEMY PREPARATORY SCHOOL
INFORMATION TECHNOLOGY CLIENT SERVICES

U.S. Naval Academy
Information Technology Services Division

1.0 Background

The United States Naval Academy (USNA) Information Technology Services Division (ITSD) provides voice, video and data communications service and support for the Naval Academy Preparatory School (NAPS) in Newport, Rhode Island. These offerings are a critical component of USNA ITSD's centrally managed and fully integrated responsibilities encompassing all NAPS information technology.

The USNA ITSD supports approximately 7000 clients located throughout the 650-acre Annapolis Area Complex (AAC) in Annapolis, Maryland and an additional 400 clients at the Naval Academy Preparatory School (NAPS) located in Newport, Rhode Island.

Tier 1 support consists of receiving initial requests for service, providing telephone assistance and/or remote assistance via computer in resolving reported problems. The problems are tracked from receipt of call to resolution of the problem. This level of support requires the ability to gather information from customers in order to determine the actual problem versus symptoms the customer may be experiencing. The majority of problems received by Tier 1 support personnel should be resolved at this level.

Tier 2 support is invoked when telephone consultation proves inadequate to resolve the user's problem. The resolution of problems at this level require either an in-depth knowledge of the applications or services where problems are encountered or an advanced understanding of troubleshooting to establish issues at system or enterprise level. Since the majority of issues would be resolved at the Tier 1 level, personnel in Tier 2 would also provide guidance and expertise in assisting or educating Tier 1 personnel.

Tier 1 and Tier 2 support is accomplished by a blended team of franchised and centralized Information Technology Specialists. Immediate and tailored support for individual clients is centered on franchised providers assigned to and located in most USNA departments. These franchised providers identify and deliver situation-specific information technology support services satisfying discipline-specific client needs (e.g. learning space operation and maintenance, technology-curriculum integration and coordination, faculty/staff education and productivity, etc.). Meanwhile, additional centralized providers staff an integrated, fully functional information

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resource center and maintenance facility located in USNA's Ward Hall with smaller satellite branches at selected client sites (e.g. USNA's Bancroft Hall, NAPS, etc.). These centralized facilities coordinate critical common service and support activities (e.g. routine client network account administration, introductory client familiarization, general client walk-in assistance, software license inventory and issuance, security and virus prevention updates, information-technology asset management, information technology equipment troubleshooting and repair, etc.) to achieve benefits from scale economies at the enterprise level while secondarily providing an alternative entry point for resolution of client needs (e.g. when franchised support is not available). Successful service outcomes require close cooperation and coordination between both provider groups which is facilitated through periodic discussion forums and routinely tracked using government provided Web Help Desk software. On an interim basis centralized providers may be temporarily assigned to augment or otherwise meet franchised support needs (e.g. when an emergent franchised support vacancy exists or a non-routine critical need arises).

2.0 Objectives

The objective of this Statement of Work (SOW) is to acquire on-site Tier 1 and Tier 2 Client Service (CS) support for delivery at NAPS in Newport, Rhode Island under the cognizance of USNA ITSD. The contractual approach envisions a firm fixed price award through the General Services Administration Schedule. The minimum period of performance is one year beginning October 1, 2014. The maximum period of performance is not to exceed three years with one base year beginning on October 1, 2014, and two option years to be exercised at the Government's discretion subject to Federal Acquisition Regulations provisions and the availability of funds.

3.0 Scope

This statement of work is for CS support to USNA ITSD for delivery at NAPS in Newport, Rhode Island. All information technology systems covered by this statement of work are within the management responsibility and under the control of the ITSD. The ITSD supports approximately 7,000 midshipmen, faculty and staff in an integrated network-centric environment. The technology environment must be available 24x7 unless specifically excepted with appropriate advance notice to affected users. The majority of users access technology during the day although reliance on remote access to technology outside of normal working hours is becoming commonplace. As a mission critical resource users expect ability to access and exploit technology anywhere anytime. Consequently user-issue resolution by NAPS CS support personnel in conjunction with USNA ITSD requires a sense of urgency in delivering immediate and effective responses.

4.0 Requirements

The requirement is for centralized, full-service-on-site support to be provided at NAPS in Newport, Rhode Island by an experienced, responsive contractor team between the hours of 0600 and 1800 Monday through Friday (except for Federal holidays). A flexible and scalable team of two contractor personnel with a range of information technology knowledge, skills and abilities each working a maximum of forty (40) billable hours (excluding lunch and breaks but including ITSD's core hours between 0900 and 1500) per standard week are believed necessary to

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accomplish the following two major activities:

- **Client Service Support.** This entails performing Tier 1 and 2 centralized support (as defined earlier) by receiving and answering USNA information technology user requests for desktop computing support and problem resolution including installation and configuration of hardware and software. Desired services include but are not limited to:
 - Diagnosing and resolving problems in response to client inquiries;
 - Researching, evaluating, and providing feedback on problematic client usage trends and patterns;
 - Assisting in the receipt, delivery, and reallocation of information technology equipment;
 - Installing, configuring, troubleshooting, and maintaining customer hardware and software;
 - Assisting in the removal and disposal of excess information technology equipment;
 - Fixing printer and peripheral problems;
 - Tracking requests and providing performance summaries;
 - Servicing standard desktop and web-based applications;
 - Delivering corrective actions for all trouble requests through telephone consultation and/or hands-on troubleshooting and repair of malfunctioning systems and programs including but not limited to virus removal, software reloads, and network connections.

These requests may be received in any number of ways, including phone calls, emails, faxes, and walk-ins. The contractor shall use Web Help Desk or other acceptable government-furnished software approved by USNA ITSD to log and track client calls, develop and maintain an historical database of client calls, maintain a knowledge database to provide quick resolution for recurring requests, and survey and report on clients' satisfaction with provided services. Regularly scheduled statistical reports with narrative summaries of CS support activity shall be produced from this database, as well as ad hoc reports requested by the Technical Program Manager (TPM) or their designee.

The contractor shall provide personnel knowledgeable of, skilled in, and ready to provide basic service and support of the standard hardware, software, network, web, and e-mail systems used at USNA and NAPS. The contractor is expected to ensure CS personnel skills remain current with evolving industry standards, and function in accordance with USNA, Department of the Navy, and Department of Defense policies and instructions. CS personnel must possess the ability to work both independently and as team members in a highly dynamic environment. Professional appearance and demeanor along with excellent customer interface skills are considered vital to success.

Standards apply to all information technology resources integrated into the NAPS information technology environment. Current workstation systems are standardized desktop microcomputers running current versions of Microsoft Windows and associated application software. Relevant software standards are regularly updated by USNA ITSD to retain currency with industry trends and to meet evolving mission requirements. USNA ITSD employs configuration control concepts to encourage seamless system integration of all information technology resources through the

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maintenance of standards. Non-standard technologies will always be an issue due to unique and diverse NAPS requirements. Legacy systems may not universally conform to current standards but will remain in place until the end of their natural life cycle when they will migrate to standard technologies.

- **Ad hoc projects (at the option of the TPM).** The contractor may be required to assist in implementing special projects, e.g. provide limited assistance to government staff in prototyping new technologies, addressing non-routine network and e-mail issues, executing large hardware/software installations/migrations, integrating hardware/software to meet evolving client needs &/or changing industry standards, facilitating accomplishment of information security activities, etc. The TPM or their designated representative will approve these ad hoc projects in advance in consultation with the contractor.

The CS support personnel shall meet the following qualifications:

Requirements for Tier 1 Support

- Three-to-five years professional experience and familiarity with computing practices, software, and equipment; OR Associate's Degree in Computer Science/Information Technology or other technical field.
- Additionally, Tier 1 support personnel must comply with DoD Instruction 8570.01M (Information Assurance Work Force) as an Information Assurance Technician I (IATI), which requires an active CompTIA certification in A+ with appropriate Continuing Education Units (CEUs) to maintain the certification as required by CompTIA. The contractor will have 60 days to comply with mandatory Information Assurance certification.

Requirements for Tier 2 Support

- Five-to-ten years professional experience and familiarity with computing practices, software, and equipment; AND a Associate's Degree in Computer Science/Information Technology or other technical field.
- Additionally, Tier 2 support personnel must comply with DoD Instruction 8570.01M (Information Assurance Work Force) as an Information Assurance Technician II (IATII), which requires an active CompTIA certification in Security+ with appropriate CEUs to maintain the certifications as required by CompTIA. The contractor will have 60 days to comply with mandatory Information Assurance certification.

In order to facilitate communication between the contractor and USNA personnel, joint meetings will be held to discuss CS issues and trends in requirements for client support.

5.0 Deliverables

The CS services contractor is responsible for executing prioritized tasks. Task completion will be reported to the TPM or their designee. Tasks will be deemed successfully completed when rendered services provide the desired results; are in compliance with government regulations,

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policies, standard operating procedures and/or local practices; and are completed within required timeframes. The overall performance standard is to maintain continuous operation and ongoing full functionality of USNA information technology environment from a supported user perspective. For tasks requiring finite or intermittent contractor efforts, the performance standard for routine tasks is completion within 48 hours, other than for urgent service calls, where complete response is required as soon as possible and not to exceed 6 hours. Services which require follow-up communications will be deemed successfully completed when the aforementioned criteria are met, and the required follow-up communication is prepared and delivered to the TPM or their designee. The TPM or their designee will also periodically monitor CS support to ensure adherence to USNA ITSD technical and operating standards including applicable technical manuals or similar authoritative guidance, USNA ITSD and industry operating procedures, service/work order specifications, and similar sources to include applicable laws, rules, and regulations.

- **Installation of information technology hardware equipment.** Typical tasks include: (a) install desktop microcomputers and associated peripherals to include connecting equipment to other equipment and/or the network; (b) perform such installation work while maintaining the integrity of existing systems and service; (c) test all installed and terminated equipment for proper connectivity and transmission throughput in accordance with industry standards; and (d) disposal of all equipment and applications replaced as a result of the installation activities in accordance with standard USNA ITSD procedures. The tasks may require the employee to work in a wide variety of workspaces including behind or under furniture, accessible spaces, behind access panels, under raised floors, and in various sizes of rooms.
- **Installation of information technology software applications.** Typical tasks include: (a) install various customer-premise micro-computer equipment software applications to include existing Windows-based devices, future Linux- or emergent functionality, and associated ancillary hardware applications; and (b) perform all physical customer-premise system move, add, change and replacement activity associated with deployment of new or upgraded software applications to include system connection, performance optimization, and application compatibility resolution.
- **Maintenance and Repair.** Typical tasks include: (a) diagnose, troubleshoot and repair all problems associated with customer-premise information technology equipment based on customer-initiated trouble reports; (b) work with end users, central repair and network operations centers, various vendors and other technical peers to diagnose and resolve repair issues; and (c) perform various maintenance work on customer premise information technology equipment and related infrastructure to include appropriate preventative maintenance on hardware and software, housekeeping in shared infrastructure spaces, replacing obsolete equipment or applications, and training or advising end users in the proper maintenance and use of information technology equipment and applications to minimize or prevent future repair problems or visits.
- **Documentation, Recordkeeping, and Inventory.** Typical tasks include: (a) provide and maintain necessary documentation associated with information technology installation work and customer premise move, add, change and replace activity to ensure accurate

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government inventory records of equipment, software applications, and similar items for all service request, work order and repair work performed; (b) reconcile service requests/work orders with actual work done to ensure customer needs and requirements are met, resources are used efficiently, and customer information is correct.

6.0 General Information and Provisions

The CS contractor personnel must be familiar with industry standards and abide by USNA ITSD standards and requirements for information technology equipment and applications including support thereof. Work occasionally can be stressful due to on-site customer complaints regarding problems.

The CS contractor personnel will have regular in-person and telephone contact with government technical and communications staff, commercial technical support staff, and a wide variety of end users regarding service requests/work orders, repair problems or issues, questions regarding use of various equipment or software features, or other information technology related matters.

The CS contractor personnel shall support the customer base and have a work schedule that provides maximum customer support. Although the core hours, when the contractor must be on site are 0900 through 1500, it is required for the daily work schedule to be set at a time for the customer’s convenience. The contractor shall follow an 8 hour per day schedule (excluding meals and Federal Holidays). Services will be invoiced monthly under a firm-fixed price contract.

The CS contractor personnel will have desk space assigned at NAPS and have access to standard NAPS telephone, microcomputer, software, printer, and photocopy resources necessary to perform administrative tasks under this statement of work. The CS contractor personnel will have use of government-furnished equipment and transportation necessary to perform technical tasks under this statement of work.

7.0 Government Contacts

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

8.0 Security Requirements

There is not a DoD Contract Security Classification Specification (DD Form 254) requirement for this contract, as the U.S. Naval Academy's Enterprise Enclave and IT systems are unclassified.

However, all contractor employee positions under this effort are classified as Noncritical-Sensitive Positions (NCS IT-II) as defined in DoD 5200.2-R, Personnel Security Program. As such, all contractor employees are required to favorably complete a National Agency Check with Law and Credit (NACLCL) in conjunction with the issuance of a DoD Common Access Card (CAC).

A NACLCL is a personnel security investigation conducted by the U.S. Office of Personnel Management (OPM) consisting of Basic National Agency Checks (Security/Suitability Investigations Index, Defense Clearance and Investigations Index, fingerprint classification, and a search of the Federal Bureau of Investigation's investigative index); Credit search covering all residence, employment, and education locations during the last 7 years; and Law Checks covering all locations of residence, employment, and education during the last 5 years and to all locations of admitted arrest.

Seventy-five (75) days is the standard service time for completion of a NACLCL by the OPM. If a prospective contractor employee does not already have a current NACLCL with OPM and thus not eligible for issuance of a DoD CAC, they are required to have a NCACS (RAPIDGate) ID during the interim period in order gain entry onto the USNA Yard.

Per Commander, Navy Installation Command, CNIC Notice 5530, USNA has implemented the Navy Commercial Access Control System (NCACS) for all contractors. The NCACS is administered by Eid Passport and is commonly referred to as the RAPIDGate program.

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Contractors, commercial vendors, sub-contractors, suppliers and service providers who require pedestrian or vehicle access to USNA shall be required to comply with the RAPIDGate credentialing procedures utilized by USNA. More information on the RAPIDGate program can be found at rapidgate.com. NCACS Non-Participant requests should be submitted to the ITSD Technical POC and/or COR.

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SECTION D PACKAGING AND MARKING

Not applicable.

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SECTION E INSPECTION AND ACCEPTANCE

INSPECTION AND ACCEPTANCE WILL BE PERFORMED BY THE TASK ORDER
MANAGER (TOM).

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SECTION F DELIVERABLES OR PERFORMANCE

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

8000	10/1/2014 - 9/30/2015
8001	10/1/2015 - 9/30/2016
8002	10/1/2016 - 9/30/2017

CLIN - DELIVERIES OR PERFORMANCE

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

8000	10/1/2014 - 9/30/2015
8001	10/1/2015 - 9/30/2016
8002	10/1/2016 - 9/30/2017

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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SECTION G CONTRACT ADMINISTRATION DATA

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2-in-1.

(Contracting Officer: Insert applicable document type(s).)

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF Data to be entered

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Pay Official DoDAAC

Issue By DoDAAC N00189

Admin DoDAAC

Inspect By DoDAAC N00161

Ship To Code Ship From Code Mark For Code

Service Approver (DoDAAC) N00161

Service Acceptor (DoDAAC) N00161

Accept at Other DoDAAC

LPO DoDAAC N DCAA Auditor DoDAAC

Other DoDAAC(s)

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

See paragraph (g) below.

(Contracting Officer: Insert applicable email addresses or "Not applicable.") (g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

[REDACTED]

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988. (End of clause)

COMMUNICATIONS

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

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

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

Contracting Officer:

[REDACTED]

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[REDACTED]

Contract Specialist:

[REDACTED]

Task Order Manager:

[REDACTED]

CONTRACT ADMINISTRATION PLAN (CAP) FOR FIXED PRICE CONTRACTS

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications, or information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:
 - a. All pre-award duties such as solicitation, negotiation and award of contracts.
 - b. Any information or questions during the pre-award stage of the procurement.
 - c. Freedom of Information inquiries.
 - d. Changes in contract terms and/or conditions.
 - e. Post award conference.

2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.

3. The paying office is responsible for making payment of proper invoices after acceptance is documented.

4. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. 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. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:

Interface:

- a. Technical

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(1) The COR is responsible for all Government technical interface concerning the contractor a furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The COR shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.

(3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

(3) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) The COR shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR shall ensure that the invoice is clearly marked as a "Final

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Invoice.”

d. Contract Modifications. The COR is responsible for developing the statement of work for change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

e. Administrative Duties

(1) The COR shall take appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property.

When government property is to be furnished to the contractor, the COR will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

Enclosure (1)

g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement.

(1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

5. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the contract.

Duties that may be performed by the TA are as follows:

a. Identify contractor deficiencies to the COR.

b. Review contract deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.

c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the

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format and procedures prescribed by the COR.

d. Identify contract noncompliance with reporting requirements to the COR.

e. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.

f. Review invoices and provide the COR with recommendations to facilitate COR certification of the invoice.

g. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.

h. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.

FY16 FUNDING

The FY16 funding cited herein will become available upon enactment of an FY16 DoD Appropriations Act, or will become proportionally available under any relevant Continuing Resolution Authority, and is subject to the terms of whichever becomes applicable. FAR 52.232-18 applies.

Accounting Data

SLINID	PR Number	Amount
8000	N0016115RC16403	[REDACTED]
LLA :		
AA 1751804 22LA 252 00161 0 068566 2D C16403		
Cost code:		
001615FBA59Q		

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 01

8001	N00161-16-RC-16404	[REDACTED]
LLA :		
AB 1761804 22LA 252 00161 0 068566 2D C16404		
Cost code:		
001616FBA59		

MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 02

8002	N0016117RC16409	[REDACTED]
LLA :		
AC 1771804 22LA 257 00161 0 068566 2D C16409		
Standard Number: N0016117RC16409		
Cost code:		
001617FBA59P		

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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.

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SECTION I CONTRACT CLAUSES

52.204-2 Security Requirements (Aug 1996) (REF)

252.204-7012 Safeguarding of Unclassified Controlled Technical Information (Nov 2013) (REF)

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (Jun 2012) (REF)

252.239-7018 Supply Chain Risk (Nov 2013) (REF)

Personal Identity Verification of Contractor Personnel (Jan 2011)

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

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment. (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the end of the then-current performance period. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five(5) years.

Manpower Reporting

Pursuant to NMCARS 5237.102 (90) Enterprise-wide Contractor Manpower Reporting Application (ECMRA), the Contractor shall report ALL Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the "NAVSUP" via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

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

Appointment of Contracting Officer's Representative (Oct 1992)

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

[REDACTED]

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

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

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

(End of Clause)

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SECTION J LIST OF ATTACHMENTS