

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   3	
2. AMENDMENT/MODIFICATION NO. 17	3. EFFECTIVE DATE 23-Sep-2009	4. REQUISITION/PURCHASE REQ. NO. N00178-92545592		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 kayla.m.nelson@navy.mil 850-230-7072	CODE N61331	7. ADMINISTERED BY (If other than Item 6) DCMA SOUTHERN VIRGINIA 2000 Enterprise Parkway, Suite 200 Hampton VA 23666		CODE S5111A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Technical Systems Integration, Inc. 816 Greenbrier Circle, Suite 208 Chesapeake VA 23320		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4147-HR05
		10B. DATED (SEE ITEM 13) 12-Jul-2006
CAGE CODE 0WWWV3	FACILITY CODE 802337436	

**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)

**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.
[ ]	
[X]	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)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

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## GENERAL INFORMATION

The purpose of this bilateral modification is to increase the Labor Ceiling for CLIN 4000 by \$100,000, and CLIN 4001 by \$600,000 as well as the estimated hours for each, reduce the ODC ceiling for CLIN 6000 by \$100,000, and CLIN 6001 by \$600,000, and add incremental funding in the total amount of \$700,000. Accordingly, said Task Order is modified as follows:

1) The ODC ceiling for CLINS 6000 and 6001 have been decreased as follows:

### CLIN 6000:

	FROM	BY	TO
ESTIMATED ODC	<u>\$1,000,000.00</u>	<u>(\$100,000.00)</u>	<u>\$900,000.00</u>
TOTAL	\$1,000,000.00	(\$100,000.00)	\$900,000.00

### CLIN 6001:

	FROM	BY	TO
ESTIMATED ODC	<u>\$1,000,000.00</u>	<u>(\$600,000.00)</u>	<u>\$400,000.00</u>
TOTAL	\$1,000,000.00	(\$600,000.00)	\$400,000.00

2) The Labor ceiling for CLINS 4000 and 4001 have been increased as follows:

### CLIN 4000:

	FROM	BY	TO
ESTIMATED COST	\$1,633,671.38	\$92,669.82	\$1,726,341.2
ESTIMATED FEE	<u>\$129,223.41</u>	<u>\$7,330.18</u>	<u>\$136,553.59</u>
TOTAL	\$1,762,894.79	\$100,000.00	\$1,862,894.79

\*\*NOTE: DUE TO THE FACT THAT THE ESTIMATED COST AND ESTIMATED FEE FOR CLIN 4000 WAS INCREASED, THE ESTIMATED HOURS WERE ALSO INCREASED FROM 34,313.6 TO 36,259.9.

### CLIN 4001:

	FROM	BY	TO
ESTIMATED COST	\$1,691,528.38	\$555,915.87	\$2,247,444.25
ESTIMATED FEE	<u>\$134,138.20</u>	<u>\$44,084.13</u>	<u>\$178,222.33</u>
TOTAL	\$1,825,666.58	\$600,000.00	\$2,425,666.58

\*\*NOTE: DUE TO THE FACT THAT THE ESTIMATED COST AND ESTIMATED FEE FOR CLIN 4001 WAS INCREASED, THE ESTIMATED HOURS WERE ALSO INCREASED FROM 34,528.0 TO 45,876.6.

3) The Task Order ceiling is therefore modified as follows:

FROM	BY	TO
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ESTIMATED COST	\$9,631,205.14	\$648,585.69	\$10,279,790.83
ESTIMATED FEE	\$759,784.23	\$51,414.31	\$811,198.54
ESTIMATED ODC	<u>\$2,278,000.00</u>	<u>(\$700,000.00)</u>	<u>\$1,578,000.00</u>
 TOTAL	 \$12,668,989.37	 \$0.00	 \$12,668,989.37

- 4) SLIN 400003 has been incorporated into the Task Order and funded in the amount of \$100,000.00.
- 5) SLIN 400103 has been incorporated into the Task Order and funded in the amount of \$250,000.00.
- 6) SLIN 400104 has been incorporated into the Task Order and funded in the amount of \$350,000.00.
- 7) The funding for this Task Order has been modified as follows:

	FROM	BY	TO
FUNDED COST	\$9,631,204.86	\$648,585.69	\$10,279,790.55
FUNDED FEE	\$759,784.21	\$51,414.31	\$811,198.52
FUNDED COST (ODC)	<u>\$2,278,000.00</u>	<u>(\$700,000.00)</u>	<u>\$1,578,000.00</u>
 TOTAL	 \$12,668,989.07	 \$0.00	 \$12,668,989.07

8) This Task Order is incrementally funded and FAR Clause 52.232-22 titled "Limitation of Funds" (APR 1984) is applicable and in effect. The amount of funding, \$12,668,989.07 which includes a fixed fee of \$811,198.52, is the maximum amount reimbursable under this Order prior to its modification to provide additional funds. The amount of \$12,668,989.07 shall not be exceeded until this Order is modified to provide additional funding. This amount shall only be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount.

The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs it expects to incur under this Order in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the funded amount of this Task Order.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

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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
1000	TERM FORM TASK ORDER - SEE FAR16.306(d)(2) Provide services for Chemical, Biological, and Radiological Defense (CBR-D) Individual Protection Equipment (IPE) Technical Design (TDA), Acquisition Engineering (AEA) and In-Service Engineering Agent (ISEA) support per Section C and the attached Contract Data Requirements List (CDRL). Travel is estimated at \$200,000 annually. Material is estimated at \$78,000 annually. These amounts should be added to the contractor's proposal. (OTHER) (OTHER)	45520.0	LH	\$2,229,849.00	\$175,558.00	\$2,405,407.00
100001	PR# 61794468 \$459,300 ACRN: AA (OTHER)					
100002	PR# 61783902 \$204,000 ACRN: AB (OTHER)					
100003	PR# 61783896 \$ 21,517 ACRN: AC (OTHER)					
100004	PR# 62075021 \$404,745 ACRN: AD (OTHER)					
100005	PR# 62232495 \$1,000,032 ACRN: AE (OTHER)					

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100006 PR# 62356577

\$315,813 ACRN: AE  
(OTHER)

1001 TERM FORM TASK 41896.0 LH \$2,139,103.00 \$168,162.00 \$2,307,265.00

ORDER - SEE  
FAR16.306(d)(2)  
Provide services  
for Chemical,  
Biological, and  
Radiological  
Defense (CBR-D)  
Individual  
Protection  
Equipment (IPE)  
Technical Design  
(TDA),  
Acquisition  
Engineering (AEA)  
and In-Service  
Engineering Agent  
(ISEA) support  
per Section C and  
the attached  
Contract Data  
Requirements List  
(CDRL). Travel is  
estimated at  
\$200,000  
annually.  
Material is  
estimated at  
\$78,000  
annually. These  
amounts should be  
added to the  
contractor's  
proposal. (OTHER)  
(OTHER)

100101 Incremental

Funding  
\$2,200,000  
PR#71713515  
ACRN: AF (OTHER)

100102 Fully Funded

\$107,265  
PR# 71866814  
ACRN: AG (OTHER)

1002 TERM FORM TASK 41896.0 LH \$1,937,053.38 \$152,702.62 \$2,089,756.00

ORDER - SEE  
FAR16.306(d)(2)  
Provide services  
for Chemical,  
Biological, and  
Radiological  
Defense (CBR-D)  
Individual  
Protection  
Equipment (IPE)  
Technical Design  
(TDA),

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Acquisition  
Engineering (AEA)  
and In-Service  
Engineering Agent  
(ISEA) support  
per Section C and  
the attached  
Contract Data  
Requirements List  
(CDRL). Travel is  
estimated at  
\$200,000  
annually.  
Material is  
estimated at  
\$78,000  
annually. These  
amounts should be  
added to the  
contractor's  
proposal. (OTHER)  
(OTHER)

100201 PR# 81340989  
\$480,000 ACRN: AH  
(OTHER)

100202 PR# 882043847  
\$190,258.45 ACRN:  
AJ (OTHER)

100203 PR# 82032932  
\$422,160.00 ACRN:  
AH (OTHER)

100204 PR# 82470101  
\$997,337.25 ACRN:  
AK (OTHER)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
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3000	Other Direct Cost - Travel \$200,000.00 and Materials \$78,000.00 for the Second Award Term (OTHER)	1.0 Lot	\$278,000.00
300001	PR: 81434223 \$120,000 ACRN: AH (OTHER)		
300002	PR: 82043856 \$52,460.00 ACRN: AJ (OTHER)		
300003	PR: 82032939 \$105,540.00 ACRN: AH (OTHER)		

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For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4000	TERM FORM TASK ORDER - SEE FAR16.306(d)(2) Provide services for Chemical, Biological, and Radiological Defense (CBR-D) Individual Protection Equipment (IPE) Technical Design (TDA), Acquisition Engineering (AEA) and In-Service Engineering Agent (ISEA) support per Section C and the attached Contract Data Requirements List (CDRL). Travel is estimated at \$200,000 annually. Material is estimated at \$78,000 annually. These amounts should be added to the contractor's proposal. (OTHER) (OTHER)	36259.9	LH	\$1,726,341.20	\$136,553.59	\$1,862,894.79
400001	Incremental funding (OTHER)					
400002	Incremental funding (OTHER)					
400003	Incremental funding (OTHER)					
4001	TERM FORM TASK ORDER - SEE FAR16.306(d)(2) Provide services for Chemical, Biological, and Radiological Defense (CBR-D) Individual Protection Equipment (IPE) Technical Design (TDA), Acquisition	45876.6	LH	\$2,247,444.25	\$178,222.33	\$2,425,666.58

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Engineering (AEA)  
and In-Service  
Engineering Agent  
(ISEA) support  
per Section C and  
the attached  
Contract Data  
Requirements List  
(CDRL). Travel is  
estimated at  
\$200,000  
annually.  
Material is  
estimated at  
\$78,000  
annually. These  
amounts should be  
added to the  
contractor's  
proposal. (OTHER)  
(OTHER)

400101 Incremental  
Funding (OTHER)

400102 Incremental  
Funding (OTHER)

400103 Incremental  
Funding (OTHER)

400104 Incremental  
Funding (OTHER)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
-----	-----	-----	-----	-----
6000	Other Direct Cost - Travel \$200,000.00 and Materials \$78,000.00 for the Third Award Term. (OTHER)	1.0	Lot	\$900,000.00
600001	Incremental Funding (OTHER)			
600002	Incremental Funding (OTHER)			
600003	Incremental Funding (OTHER)			
600004	Incremental Funding (OTHER)			
6001	Other Direct Cost - Travel \$200,000.00 and Materials \$78,000.00 for	1.0	Lot	\$400,000.00

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the Fourth Award  
Term (OTHER)

600101 Incremental  
Funding (OTHER)

600102 Incremental  
Funding (OTHER)

600103 Incremental  
Funding (OTHER)

#### EXERCISE OF AWARD TERMS

The Award Term provisions in Section H of the contract apply to CLINS 1001, 1002, 3000, 4000, 4001, 6000, and 6001. If elected, award term periods will be exercised prior to the end of the then current contract year. For example, Year 2 will be awarded prior to the end of the Base Year, Year 3 will be awarded prior to the end of Year 2 and so on. Award of terms for performance beyond the expiration of the basic contract on 31 March 2009 is contingent on the basic contract being extended by the PCO.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

FOR

CHEMICAL, BIOLOGICAL, AND RADIOLOGICAL DEFENSE (CBR-D)

INDIVIDUAL PROTECTION EQUIPMENT (IPE)

TECHNICAL DESIGN (TDA), ACQUISITION ENGINEERING (AEA), AND

IN-SERVICE ENGINEERING AGENT (ISEA) SUPPORT

05 May 2006

#### 1.0 SCOPE

The overall scope of this work is to harden Chemical, Biological, and Radiological Defense (CBR-D) for all U.S. Navy afloat, expeditionary, and ashore forces. The Navy is required to provide technical input to the Joint Program Executive Officer (JPEO) and Joint Program Management Office-Individual Protection (JPM-IP) to ensure Navy requirements are taken into consideration during system development, procurement, and fielding. The Navy is also required to sustain and maintain the readiness of CBR-D new systems provided by the JPEO and legacy CBR-D systems in the Fleet. Naval Surface Warfare Center Panama City (NSWC-PC) Code S14 has been tasked by Naval Sea Systems Command (NAVSEA) Code 05P5, the CBR-D Technical Warrant Holder, with the duties and responsibilities of the CBR-D Individual Protection Equipment (IPE) Manager, Technical Design Agent (TDA), and Acquisition Engineering Agent (AEA) which includes providing direction and oversight of the In-Service Engineering Agent (ISEA). This work will provide support and technical services, to include Integrated Logistic Support (ILS), engineering services, document development; plan, program, and budget for current and future year requirements across the FYDP; financial tracking, Fleet support scheduling, and distribution and installation of CBR-D systems and equipment on afloat and ashore assets from the NAVSEA Consolidated Storage Facility (CSF) located in Fort Worth, Texas. Work will be identified in Technical Direction Letters (TDLs). The TDL will describe the effort, the labor category and period of performance. Travel will be required from various locations to and from Washington DC, Norfolk VA, San Diego CA, Fort Worth TX, Great Lakes IL, and Panama City FL.

#### 2.0 APPLICABLE DOCUMENTS

The following documents, of the exact issue shown, form a part of this statement of work (SOW) to the extent specified herein. In the event of conflict between the documents referenced and the contents of this SOW, the SOW shall supersede. Second tier and lower references, (i.e., those referenced in the primary references) shall be used for guidance only.

##### 2.1 Military Standards

(a) DOD Product Marking Standards including UID

##### 2.2 Military Specifications

None

##### 2.3 Other Documents

(a) Technical Manual 3-4240-346-10 Operators Manual for M40A/1

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- (b) TM 3-4240-346-20&P Unit Maintenance manual M40A/1 series masks
- (c) S6470-AB-MMO-010
- (d) Technical Manual for MCU-2P &A/P masks
- (e) TM 3-4240-341-10 Technical Manual Operators Instructions, M45 Mask
- (f) Technical Instruction (TI) 10010-20/5 CBR Serviceability Inspection Instructions
- (g) TM 8415-10/3 Operators Manual Joint Service Lightweight Integrated Suit Technology Chemical Protective Ensemble
- (h) TDA-99 Operators Manual
- (i) Damage Control Information Newsletters #73, 75, 76, and 79
- (j) Radiac Policies and Procedures TM 100.10-20/5B
- (k) Naval Ships Technical Manual NSTM Chap. 470
- (l) NAVSUP P548 Integrated Logistics Support Handbook
- (m) NAVSUP P485 Vol. I Supply Procedures (Afloat) and Vol. II (Ashore)
- (n) NAVSUP P529 Warehouse Modernization and Layout Planning Guide

### 3.0 REQUIREMENTS

#### 3.1 Individual Protection Equipment (IPE) Manager

The contractor shall perform the following efforts using documents listed in SOW Paragraph 2.0 for guidance.

##### 3.1.1 Program Management Support

The contractor shall provide general program management and administrative support for CBR IPE new acquisition and in-service programs/initiatives. The contractor shall assist the CBR IPE Manager with oversight responsibilities for engineering and technical issues for IPE. Responsibilities for IPE include all components associated with protective masks and protective clothing ensembles including, special tools, test, measurement, and diagnostic equipment (TMDE). The contractor shall prepare official correspondence (memorandums, letters and naval messages), prepare presentations and briefings (slide presentations), prepare program and technical point papers, develop program management plans, and provide general records filing.

##### 3.1.2 Strategic Planning for Technology Programs:

The contractor shall assist with strategic planning for next generation IPE programs.

##### 3.1.3 Budget Development and Analysis

The contractor shall assist with development of the CBR POM and PR budget submissions.

##### 3.1.4 Concept Development and Requirements Analysis

The contractor shall assist with monitoring the next generation IPE concept development and requirement analysis from both the systems commands perspective as well as the fleet perspective.

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### 3.1.5 Design, Engineering, Integration and Program Reviews

The contractor shall participate in design, engineering, integration and program reviews.

### 3.1.6 Test and Evaluation

The contractor shall assist with monitoring of test and evaluation efforts for new or modified IPE.

### 3.1.7 Integrated Logistics Support

The contractor shall monitor the development of new CBR-D IPE logistics concepts for Navy with emphasis on integration with the Navy Reserve, USMC and Coast Guard, and MSC programs.

### 3.1.8 Acquisition and Life Cycle Management

The contractor shall assist the Acquisition Engineering Agent (AEA) to support the spectrum of total life cycle management functions from planning yard support to modernization planning and execution, installation support, training design and delivery and technical documentation development and support. Assist the AEA with Participating Acquisition Requirements Manager (PARM) functions for any NAVSEA 05P5 CBR-D IPE related initiatives that require the assignment of a PARM (e.g., CBR-D IPE Stowage Enhancement Alterations).

### 3.1.9 CBR-D IPE Related Issues

The contractor shall assist the AEA with the day-to-day management of Issues involving Individual Protection Equipment, Joint Storage Facility (JSF) and the United States Marine Corps (USMC) Equipment Assessment Unit (EAU) issues. The support shall consist of the following:

- Providing direct support to Commander Fleet Forces Command, Numbered Fleets, Type Commanders; Commander Naval Surface Forces, Commander Naval Air Forces, Commander Naval Submarine Forces, Naval Expeditionary Combatant Command, Special Warfare Command, Naval Air Systems Command, Military Sealift Command, Naval Personnel Development Command, Naval Facilities Command, Chief of Naval Installations, in support of the CBRNE Program. Respond to emergent Fleet and Headquarters program and technical issues.
- Interfacing equipment item managers to ensure Navy specific issues are addressed when decisions are made for Army (USA), Marines (USMC), Air Force (USAF), Coast Guard (USCG), Naval Reserves (USNR), and Military Sealift Command (MSC) managed equipment.
- Disseminating information received from equipment item managers to all appropriated Navy activities.
- Monitoring participation in meetings and activities of the Joint Service working groups.
- Interfacing with the Joint Service CBR-D community concerning issues that impact Navy CBR-D individual protection equipment and support equipment.
- Interfacing with numerous Navy organizations and Headquarters, and participating program, policy, and budgetary meetings and conferences.
- Coordinating the implementation of policy and configuration changes in support of CBR-D IPE, special tools, test and support equipment.

### 3.1.9 IPE Assets

The contractor shall assist the AEA with the monitoring of IPE asset inventory and incoming/outgoing shipments of Navy CBD assets.

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### 3.1.10 Activity Monitoring

The contractor shall assist the AEA with monitoring the execution and performance of the efforts of the ISEA, JSF, East and West Coast HUBS and EAU.

### 3.2 Technical Design Agent (TDA) Support

The contractor shall perform the following efforts using documents listed in SOW Paragraph 2.0 for guidance.

3.2.1 The contractor shall provide program support for the Chemical, Biological and Radiological Defense (CBR-D) efforts. Support includes administrative, information management and financial support.

3.2.2 The contractor shall develop documents and reports using Microsoft software, PBMS Lite and CBM Web in support of code S14.

3.2.3 The contractor shall provide technical and documentation support for various Chemical/Biological Individual Protection Equipment Programs.

3.2.4 The contractor shall provide system engineering and testing support for new and existing-D programs.

3.2.5 The contractor shall provide necessary support for upcoming developmental/ operational testing, data collection, TEMP, Test Review, Test Report generation and various IPT meetings for AFS/ JB2GU, JASQ and JSGPM programs.

3.2.6 The contractor shall deliver a status report to the cognizant manager that identifies the contractor personnel working on the effort; by labor category, hours expended, funds expended, work performed, accomplishments and planning progress.

### 3.3 Acquisition Engineering Agent (AEA) Support

The contractor shall perform the following efforts using documents listed in SOW Paragraph 2.0 for guidance.

#### 3.3.1 Program Management

The contractor shall provide general program management and administrative support for individual protection equipment (IPE) new acquisition and in-service programs/initiatives. Assist the Acquisition Engineering Agent (AEA) with oversight responsibilities for engineering and technical issues for IPE. The contractor shall prepare official correspondence (memorandums, letters and naval messages), prepare presentations and briefings (slide presentations), prepare program and technical point papers, develop program management plans and provide general records filing. The responsibilities for IPE include all components associated with protective masks and protective clothing ensembles including, special tools, test, measurement, and diagnostic equipment (TMDE).

#### 3.3.2 Program Support

The contractor shall provide support for IPE new acquisitions and in-service programs and initiatives, including sustainment and modernization. The contractor shall assist the AEA with oversight responsibilities for engineering and technical issues for IPE. Responsibilities for IPE include all components associated with protective masks and protective clothing ensembles including footwear systems, gloves, garments, special tools and test, measurement, and diagnostic equipment (TMDE).

##### 3.3.2.1 Components of the ensemble are as follows:

- JSLIST Over-garment and trousers, Desert and Woodland patterns (fielded).

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· Joint Block 1 Glove Upgrade (JB1GU) (fielded) and Joint Block 2 Glove Upgrade (JB2GU) (development) protective glove.

o Alternative Footwear Solution (AFS) (development) boot.

o Acton Lightweight Boot (ALO) (fielded) (Navy).

o Integrated Footwear Solution (IFS) (development) (sock).

o Combat Vehicle Crewman (CVC) variant (development).

o Joint Chemical Ensemble (JCE) (future development).

3.3.2.2 The contractor shall provide programmatic and administrative support as required. To support urgent Government requirements, the contractor shall maintain continuous and reliable voice and e-mail communications with Government personnel during performance of this task.

### 3.3.3 Administrative Support

The contractor shall prepare official correspondence (memorandums, letters and naval messages), prepare presentations and briefings (slide presentations), prepare program and technical point papers, develop program management/financial plans and provide general records filing.

### 3.3.4 Strategic Planning for Technology Programs

The contractor shall assist with strategic planning for next generation IPE programs.

### 3.3.5 Concept Development and Requirements Analysis

The contractor shall monitor the next generation IPE concept development and requirement analysis from both the systems commands perspective as well as the fleet perspective.

### 3.3.6 Design, Engineering, Integration and Program Reviews

The contractor shall participate in design, engineering, integration and program reviews.

### 3.3.7 Test and Evaluation

The contractor shall monitor test and evaluation efforts for new or modified IPE including the development of test plans and test reports.

### 3.3.8 Integrated Logistics Support

The contractor shall develop new CBR-D IPE logistics concepts for the Navy with emphasis on integration with the Navy Reserve, USMC and Coast Guard, and MSC programs.

### 3.3.9 Acquisition and Life Cycle Management

The contractor shall assist the Acquisition Engineering Agent (AEA) to support the spectrum of total life cycle management functions from planning yard support to modernization planning and execution, installation support, training design and delivery and technical documentation development and support. The contractor assist the AEA with Participating Acquisition Requirements Manager (PARM) functions for any NAVSEA 05P5 CBR-D IPE related initiatives that require the assignment of a PARM (e.g., CBR-D IPE Stowage Enhancement Alterations).

### 3.3.10 CBR-D IPE Related Issues

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The contractor shall assist the AEA with the day-to-day management of Issues involving Individual Protection Equipment, Consolidated Storage Facility (CSF) and the United States Marine Corps (USMC) Equipment Assessment Unit (EAU) issues such as:

- Responding to emergent Fleet and Headquarters program and technical issues.
- Interfacing with equipment item managers to ensure Navy specific issues are addressed when decisions are made for Army (USA), Marines (USMC), Air Force (USAF), Coast Guard (USCG), Naval Reserves (USNR), and Military Sealift Command (MSC) managed equipment.
- Disseminating information received from equipment item managers to all appropriated Navy activities.
- Monitoring participation in meetings and activities of the Joint Service working groups. Interfacing with the Joint Service CBR-D community concerning issues that impact Navy CBR-D Individual Protection Equipment and support equipment.
- Coordinating the implementation of policy and configuration changes in support of CBR-D IPE, special tools, test and support equipment.

### 3.3.11 IPE Assets

The contractor shall assist the AEA with the monitoring of IPE asset inventory and incoming and outgoing shipments of Navy CBD assets.

### 3.3.12 Activity Monitoring

The contractor shall assist the AEA with monitoring the execution and performance of the efforts of the In-Service Engineering Agent (ISEA), JSF, East and West Coast HUBS and EAU. The contractor shall provide program support for the Chemical, Biological and Radiological Defense (CBR-D) Individual Protection program efforts. Support includes administrative, information, and financial support.

## 3.4 In Service Engineering Agent (ISEA) Support

The contractor shall perform the following efforts using documents listed in SOW Paragraph 2.0 for guidance.

### 3.4.1 General Program And Technical Support

The contractor shall assist the In-Service Engineering Agent (ISEA) in providing the AEA with program and technical support. Contractor support shall consist of monitoring, design verification, design validation, system assurance (quality and safety), documentation, production support, data analysis, maintenance engineering, installation design and support, Fleet support, training, integrated logistics support (ILS) planning, training development, data management, test/support equipment analysis and support, supply support planning, and maintenance and repair support for NAVSEA 05P5 throughout the post-acquisition/operations and support phase.

### 3.4.2 CBR-D IPE Related Issues

The contractor shall support the ISEA with technical Issues involving Individual Protection Equipment, Joint Storage Facility (JSF) and the United States Marine Corps (USMC) Equipment Assessment Unit (EAU) issues. At a minimum, this shall consist of:

- Liaison and engineering support for user/training commands.
- Updating and maintaining the Integrated Logistics Support (ILS) documents for CBR-D equipment.
- Updating and maintaining equipment technical manuals and Planned Maintenance System (PMS) documents.

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- Reviewing and updating training curriculums to include development of an Integrated Learning Environment.
- Preparing inputs to NAVSEA 05P5 for required updates to Navy Ships' Technical Manual Chapters 470 and 070 and the Design Data Sheet 671-1 (Stowage for Chemical, Biological, and Radiological Defense Outfitting Equipment and Material).
- Interfacing with equipment item managers to ensure Navy specific issues are addressed when decisions are made for Army/Marines/Air Force managed equipment.
- Disseminating information received from Army/Marines/Air Force equipment item managers to all interested Navy activities.
- Communicating information from surveillance programs on shelf life and disposal of CBD equipment to Fleet and shore activities via Naval messages.
- Preparing and issuing naval message advisories concerning technical, material readiness and logistics issues as required.
- Participating in meetings and activities of the Joint Service Mask Technical Working Group, the Joint Service Nuclear Biological Chemical (NBC) Working Group, and the NBC Shelf Life Working Group.
- Interfacing with the Joint Service CBR-D community concerning issues that impact Navy CBR-D individual protection equipment and support equipment.
- Assisting MSC/Coast Guard and other non-Fleet equipment users with technical issues and questions.
- Ensuring that CBR-D IPE is provided to ships as required to fill shortfalls discovered during inventory and replacement of unserviceable CBR-D IPE.

#### 3.4.3 CBR-D IPE Readiness Improvement Program (RIP)

The contractor shall assist the ISEA with activities associated with the execution of RIP projects. Activities shall consist of :

- Assisting with the management and the execution efforts of the Teams that support the RIP program.
- Generating logistics support documentation to support the RIP.
- Generating briefings, status updates, weekly summary reports for daily operations and overall workflow process to NAVSEA, OPNAV and CFFC.
- Providing troubleshooting and responses to Fleet inquires regarding all facets of the RIP process.
- Attending working group meetings with CFFC, as required, for decision-making sessions on CBR-D schedule planning.
- Preparing in and out briefs conducted at each activity for the RIP process.
- Making recommendations for refinement of the RIP process schedule as necessary and as directed by NAVSEA to support ever-changing ships' schedules.
- Monitoring the Consolidated Storage Facility (CSF) activities involving the RIP process.
- Monitoring the East and West Coat material distribution HUB activities involving the RIP process.
- Preparing RIP IPE material projections to include 30, 60 and 90 day material availability projections.

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#### 3.4.4 Fitting and testing of CBR-D IPE on individual end user Norfolk, VA

Due to the unavailability of the Joint Equipment Assessment Units to support the increased fitting and sizing requirements of the USN sailors in Norfolk a team needs to be assembled to support the effort. This team should consist of a trained lead and three support technicians. They will be based in Norfolk and also support fleet efforts at other Naval Facilities. The team will fit and size Fleet sailors, Independent Augmentees, and MECC forces. The fitting for CBR-D IPE includes sizing the ensemble and testing the mask on each individual sailor.

#### 3.5 Monthly Status Report

The contractor shall prepare a monthly status report that documents the status of contractor effort towards achieving contract objectives. The report shall identify accomplishments to date and difficulties encountered, and compare the status achieved to planned goals and the resources expended. The status report shall also include a detail listing of all material purchases, including the specific cost of each item procured.

#### 4.0 GOVERNMENT FURNISHED INFORMATION (GFI)

The Government will provide the Contractor with access to the following:

- CBR-D IPE Allowance Equipage Lists (AELs) for all ship classes
- CBR-D IPE Tables of Allowances (TOAs) for all Navy Expeditionary Units
- NSTM-470
- Roster of all Sailors with a list of mask and protective garment sizes for each Sailor
- ILS material for government provided equipment
- Access to the CBR Operations Management Information System (OSIMS)
- Access to JPEO-CBD IDE

Disposition of GFI shall be made at contract completion.

#### 5.0 DELIVERABLES

All data deliverables shall be delivered in accordance with the schedules as specified in the attached Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A.

Minimum Protection Requirements for Controlled Unclassified Information: Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., FOUO, Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

#### 6.0 PERIOD OF PERFORMANCE

The period of performance will be from award of task order until one (1) year after award. It is anticipated that four (4) award terms may be earned.

#### 7.0 SECURITY

All documents prepared under this task order shall be UNCLASSIFIED. No access to classified material is required in the performance of this order.

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## 8.0 DISTRIBUTION LIMITATION STATEMENT

Technical information generated under this task order shall carry the following distribution statement on the cover and title page (if any).

DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND DOD CONTRACTORS ONLY; ADMINISTRATIVE/OPERATIONAL USE; (DATE). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER PANAMA CITY, CODE S14, 110 VERNON AVENUE, PANAMA CITY, FLORIDA 32407-7001.

DESTRUCTION NOTICE - FOR CLASSIFIED DOCUMENTS, FOLLOW PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT.

## 9.0 RELEASE OF INFORMATION

All technical data provided to the contractor by the Government will be protected from public disclosure in accordance with markings contained thereon. All other information relating to the items to be delivered or services to be performed under this task order may not be disclosed by any means without prior approval of the authorized representative of the Contracting Officer. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers, advertising, or any other proposed public release. The contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access by the Government.

## 10.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The incentive for satisfactory or better performance is contained in the order (award term provisions). The Government Technical POC will report the quality of performance to the PCO not later than 45 days prior to the completion of each performance period (base or option) during the order or sooner, if required, to correct less than satisfactory performance.

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## **SECTION D PACKAGING AND MARKING**

Packaging and marking, if applicable, shall be in accordance with best commercial practices.

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and acceptance of deliverables will be by Government personnel at the Naval Support Activity, Panama City Florida

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## **SECTION F DELIVERABLES OR PERFORMANCE**

### SHIP TO ADDRESS

Naval Support Activity Panama City

Attn: Receiving Officer

100 Vernon Ave

Panama City Beach FL 32407-7018

FOB: Destination

### PERIOD OF PERFORMANCE

The period of performance for the base year will be from the date of award through one year after award. There are four award term options, each with a period of performance of one year. The option specific dates will be established at award.

Currently, the period of performance for this Task Order is 12 July 06 to 14 April 2010 (Base period plus Award Terms 01, 02, 03 , and 04).

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## SECTION G CONTRACT ADMINISTRATION DATA

### CONTRACT SPECIALIST

Kayla Nelson, Code XPS2

NSWC PC

110 Vernon Ave

Panama City FL 32407-7001

[kayla.m.nelson@navy.mil](mailto:kayla.m.nelson@navy.mil)

850-230-7072 phone

850-234-4197 fax

### TASK ORDER MANAGER

William Bradley, Code E14

NSWC PC

110 Vernon Ave

Panama City FL 32407-7001

[william.r.bradley@navy.mil](mailto:william.r.bradley@navy.mil)

850-235-5084 phone

850-235-5506 fax

### INVOICING INSTRUCTIONS

(a) The contractor shall submit vouchers on Standard Form 1034 not more often than once a month. The vouchers shall contain the following statement signed by an authorized company representative:

This is to certify that the services set forth herein were performed during the period stated.

-----  
Contractor's Authorized Representative

-----  
Date of Invoice/Voucher

(b) The vouchers shall be prepared in accordance with this clause and the clauses entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Fixed Fee" (FAR 52.216-8), and shall include:

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(1) Contract and order number

(2) Identify CLIN being billed.

(3) Costs incurred and fixed fee billed.

(4) Direct labor hours by labor category.

(5) Other direct costs to be specified and substantiated.

(c) The contractor shall submit invoices as specified in the basic contract. Invoices must be submitted electronically to the Payment Office identified in block 12 of this order, using Wide Area Work Flow (WAWF) or other DFAS approved electronic system. A hard copy or e-mail copy of all invoices must be provided to the Task Order Manager and Contract Specialist identified in Section G.

(d) The TOM will review his copy of the voucher and notify the Contract Specialist of any deficiencies. The Contract Specialist will be responsible for letting the DCMA Contracting Officer know about any deficiencies and they will take an appropriate offset on a subsequent voucher and notifying the contractor in writing of the action taken. The contractor shall be required to resolve the billing discrepancy with the DCMA Contracting Officer and resubmit a separate voucher covering any disputed portion.

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Accounting Data
SLINID   PR Number                Amount
-----
100001   61794468                    459300.00
LLA :
AA 1761804 22CA 000 00022 0068566 2D CCC401 000226CC253Q
N0002206RCCC401 ACRN: AA

100002   61783902                    204000.00
LLA :
AB 1761804 8C6C 251 SAS05 0068342 2D 000000 16CY00000Y00
N0002406WX02028 ACRN: AA

100003   61783896                    21517.00
LLA :
AC 9760100 74D7 252 00074 0068688 2D P25CB3 00074625N42Q
N0007406MP25CB3 ACRN: AA

BASE Funding 684817.00
Cumulative Funding 684817.00

MOD 01

100004   62075021                    404745.00
LLA :
AD 97X4930 NH1E 000 0 77777 0 000178 2F 000000 31S4A06D0019

MOD 01 Funding 404745.00
Cumulative Funding 1089562.00

MOD 02

100005   62232495                    1000032.00
LLA :
AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31S4A06D0020

100006   62356577                    315813.00
LLA :
AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31S4A06D0020

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MOD 02 Funding 1315845.00  
Cumulative Funding 2405407.00

MOD 06

100101 71713515 2200000.00  
LLA :  
AF 1771804 8C6C 251 SAS05 0 068342 2D 000000 16CW00000W00  
DOC. NO. N0002407WX01341 ACRN: AA

MOD 06 Funding 2200000.00  
Cumulative Funding 4605407.00

MOD 07

100102 71866814 107265.00  
LLA :  
AG 97X4930 NH1E 000 77777 0 000178 2F 000000 31S4E07A0800

MOD 07 Funding 107265.00  
Cumulative Funding 4712672.00

MOD 09

100201 81340989 480000.00  
LLA :  
AH 1781804 8C6C 251 SAS05 0 068342 2D 000000 16CY0SWE0Y00  
DIRECT CITE: N0002408WX00431  
ACRN: AA

300001 81434223 120000.00  
LLA :  
AH 1781804 8C6C 251 SAS05 0 068342 2D 000000 16CY0SWE0Y00  
DIRECT CITE: N0002408WX00431  
ACRN: AA

MOD 09 Funding 600000.00  
Cumulative Funding 5312672.00

MOD 10

100202 82043847 190258.45  
LLA :  
AJ 1781804 KU2N 000 69218 B 068894 2D 000000 00008RCH0120  
DIRECT CITE: N6921808RCH0120  
ACRN: AA

300002 82043856 52460.00  
LLA :  
AJ 1781804 KU2N 000 69218 B 068894 2D 000000 00008RCH0120  
DIRECT CITE: N6921808RCH0120  
ACRN: AA

MOD 10 Funding 242718.45  
Cumulative Funding 5555390.45

MOD 11

100203 82032932 422160.00  
LLA :  
AH 1781804 8C6C 251 SAS05 0 068342 2D 000000 16CY0SWE0Y00  
DIRECT CITE: N0002408WX00431  
ACRN: AA

300003 82032939 105540.00  
LLA :  
AH 1781804 8C6C 251 SAS05 0 068342 2D 000000 16CY0SWE0Y00  
DIRECT CITE: N0002408WX00431  
ACRN: AA

MOD 11 Funding 527700.00

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Cumulative Funding 6083090.45

MOD 12

100204 82470101 997337.25  
 LLA :  
 AK 1781804 22CA 000 00022 068566 2D CCC401 000228CC253Q  
 DIRECT CITE: N0002208RCCC401  
 ACRN: AA

MOD 12 Funding 997337.25  
 Cumulative Funding 7080427.70

MOD 13

400001 90513575 1525000.00  
 LLA :  
 AL 1791804 8C6C 253 SAS05 0 068342 2D 000000 16CW0SWE0W00  
 DIRECT CITE: N0002409WX01621  
 ACRN: AA

600001 90513593 298000.00  
 LLA :  
 AL 1791804 8C6C 253 SAS05 0 068342 2D 000000 16CW0SWE0W00  
 DIRECT CITE: N0002409WX01621  
 ACRN: AA

600002 90513597 452000.00  
 LLA :  
 AM 1791804 8C6C 253 SAS05 0 068342 2D 000000 16CY0SWE0Y00  
 DIRECT CITE: N0002409WX01078  
 ACRN: AA

MOD 13 Funding 2275000.00  
 Cumulative Funding 9355427.70

MOD 14

400002 90900550 237894.79  
 LLA :  
 AN 97X4930 NH1D 000 77777 0 061331 2F 000000 31S4E09A0001

400101 90931006 1000000.00  
 LLA :  
 AP 97X4930 NH1D 000 77777 0 061331 2F 000000 31S4E09A0006

600003 90900554 150000.00  
 LLA :  
 AN 97X4930 NH1D 000 77777 0 061331 2F 000000 31S4E09A0001

600004 90931009 100000.00  
 LLA :  
 AN 97X4930 NH1D 000 77777 0 061331 2F 000000 31S4E09A0001

600101 90931010 400000.00  
 LLA :  
 AN 97X4930 NH1D 000 77777 0 061331 2F 000000 31S4E09A0001

600102 90931011 250000.00  
 LLA :  
 AQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31S4E09A0004

MOD 14 Funding 2137894.79  
 Cumulative Funding 11493322.49

MOD 15

400102 91052631 825666.58  
 LLA :  
 AM 1791804 8C6C 253 SAS05 0 068342 2D 000000 16CY0SWE0Y00  
 DIRECT CITE: N0002409WX01078  
 ACRN: AA

600103 91052633 350000.00

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LLA :  
AM 1791804 8C6C 253 SAS05 0 068342 2D 000000 16CY0SWE0Y00  
DIRECT CITE: N0002409WX01078  
ACRN: AA

MOD 15 Funding 1175666.58  
Cumulative Funding 12668989.07

MOD 17

400003            92545592                            100000.00  
LLA :  
AN 97X4930 NH1D 000 77777 0 061331 2F 000000 31S4E09A0001

400103            92606173                            250000.00  
LLA :  
AQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31S4E09A0004

400104            92656696                            350000.00  
LLA :  
AM 1791804 8C6C 253 SAS05 0 068342 2D 000000 16CY0SWE0Y00  
DIRECT CITE: N0002409WX01078  
ACRN: AA

600004            90931009                            (100000.00)  
LLA :  
AN 97X4930 NH1D 000 77777 0 061331 2F 000000 31S4E09A0001

600102            90931011                            (250000.00)  
LLA :  
AQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31S4E09A0004

600103            91052633                            (350000.00)  
LLA :  
AM 1791804 8C6C 253 SAS05 0 068342 2D 000000 16CY0SWE0Y00  
DIRECT CITE: N0002409WX01078  
ACRN: AA

MOD 17 Funding 0.00  
Cumulative Funding 12668989.07

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

Clause HQ C-2-0037 Organizational Conflict of Interest NAVSEA (Jul 2000) is hereby invoked into this order.

### TECHNICAL GUIDANCE

The Task Order Manager (TOM) will provide guidance to the contractor regarding the requirements of the Statement of Work (SOW). Such guidance may be needed to prioritize work or initiate specific tasking within broad task areas. Under no circumstances may the TOM direct the contractor to perform work outside the scope of the SOW. The contractor is responsible for notifying the Contracting Officer if it believes it has received direction to perform work that is out of scope.

Technical guidance will normally occur through day-to-day verbal communication between the TOM and the contractor's program management personnel. However, written Technical Instructions may be issued at the TOM's discretion. Technical Instructions might be needed to clarify unusually complex requirements, or simply to initiate a written record of guidance that the TOM feels is particularly important. Technical Instructions will be numbered sequentially and will be in the format provided by the Contracting Officer.

### Key Personnel Clause

- (a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.
- (b) The contractor agrees that during the first 120 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:
- (1) An explanation of the circumstances necessitating the substitution;
  - (2) A complete resume of the proposed substitute;
  - (3) The hourly rates of the incumbent and the proposed substitute; and
  - (4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.
- (c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.
- (d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes (in the format provided in the clause RESUME FORMAT AND CONTENT REQUIREMENTS) shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the contract.

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## Changes in Key Personnel Clause

Requests for post award approval of additional and/or replacement key and non-key personnel may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist [\*] and the Contracting Officer's Representative (COR) [\*]. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

### NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

## AWARD TERM

In addition to the terms and conditions set forth elsewhere in this order, the contractor may earn an award term incentive consisting of an extension to the order period from the minimum one (1) year to a maximum of five (5) years on the basis of performance. For each year of the order, contractor performance is evaluated and ratings are assigned based on how well the contractor has performed. If ratings are satisfactory or better for Year 1, the contractor earns Year 2; if ratings are satisfactory or better for Year 2, the contractor earns Year 3, and so on up to the maximum of five (5) years. But **SHOULD ANY RATING BE MARGINAL OR LOWER, THEN THE ORDER IS ENDED AT THE END OF THAT YEAR.** The evaluation criteria and the award term procedures are described in the "Award Term Plan".

## AWARD TERM PLAN

The Government will assess the quality of the Contractors performance as follows:

a. Evaluation Criteria. The evaluation criteria are as follows:

- Was the Contractor cooperative and capable?
- Were services and/or deliverables provided in a timely manner IAW the terms of the Task Order?
- How would you rate the quality of the services and/or deliverables received?
- How would you rate the overall performance of the contractor?
- If you had another requirement for these services and/or deliverables, would you hire this contractor again?
- How would you rate the performance of the contractor from cost perspective?
- Comments

b. Ratings. The ratings used are:

- "1" = unsatisfactory

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- “2” = marginal
- “3” = satisfactory
- “4” = good
- “5” = superior

The contractor must receive a rating of satisfactory or better on each of the above evaluation criteria in order to earn the award-term incentive. A rating of less than satisfactory on any of the above criteria may result in the incentive not being earned.

c. Evaluation Period. The evaluation periods will be (1) from award of the order through the end of the base period of performance and (2) for each award term year thereafter. Interim evaluations will also be conducted as described below.

d. Personnel. The Government evaluation team shall consist of an Assessing Official, performance monitors, and a Reviewing Official.

(1) Assessing Official (Technical). The Assessing Official considers all information from performance monitors and other pertinent sources and prepares written reports evaluating the contractor’s performance.

(2) Performance Monitors (Technical). Performance monitors monitor the contractor’s performance at the task order level and provide input to the Assessing Official to be used in preparing performance reports. Monitors may provide written and verbal input as directed by the Assessing Official.

(3) Reviewing Official (Contract Specialist administering the order). The Reviewing Official is responsible for reconciling any disagreements between the Assessing Official and the contractor, and for finalizing ratings and closing reports whenever such disagreements exist.

e. Interim Evaluations. An interim evaluation shall be conducted at the midpoint (i.e., six months) of each evaluation period. No later than 15 calendar days after the midpoint of the evaluation period, the Assessing Official shall notify the Contracting Officer of the contractor’s current strengths and weaknesses on the basis of inputs from the performance monitors and other pertinent sources. The Contracting Officer will then issue a letter to the contractor describing the strengths and weaknesses identified by the Assessing Official. The Contracting Officer may also issue letters at any time when it is deemed necessary to highlight areas of Government concern.

f. End-of-Period Evaluations. No later than 60 calendar days prior to the end of the evaluation period, the Assessing Official shall initiate a report covering the entire evaluation period and submit that report to the contractor for review and comment. The contractor shall review the report and provide comments to the Assessing Official within 10 calendar days. If the contractor concurs, the Assessing Official will forward the report to the Reviewing Official who will finalize the ratings and close the report. If the contractor does NOT concur with ratings the Reviewing Official will then reconcile any disagreements between the Assessing Official and the contractor, finalize the ratings, and close the report. All reports must be closed no later than the 30 days prior to the end of the evaluation period. Once the report is closed, the ratings are not subject to dispute by either party.

g. Award-Term Incentive Determination. As stated above, the contractor must receive a rating of satisfactory or better on each of the evaluation criteria in order to earn the award-term incentive. The Contracting Officer will review the closed report to determine if the award term incentive has been earned. If the incentive has been earned, then the Contracting Office will issue a modification to exercise the option for the next year of the order. If the incentive has not been earned, then the order will be ended.

h. Changes to the Award-Term Plan. This Award-Term Plan is a part of the order and can only be changed by a bi-lateral modification to the order. Either party may propose a change to the Award-Term Plan at any time. However, if either party desires a change to the plan and a mutual agreement cannot be reached, then this original Award-Term Plan will remain in full effect.

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## ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

### AVOIDANCE AND MITIGATION PLAN

November 07, 2006

Contract #: N00178-04-D-4147

Task Statement: Provide Support For Chemical, Biological, Radiological and Nuclear Defense (CBRND) - Individual Protection Equipment (IPE) - To The Acquisition Engineering Agent (AEA), In-Service Engineering Agent (ISEA), And The Technical Direction Agent (TDA)

Prepared by: Technical Systems Integration (TSI) Inc.

816 Greenbrier Circle

Suite 208

Chesapeake, VA 23320

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This document includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate TSI's OCI Mitigation Plan and provide a Government Advisory Opinion. This restriction does not limit the Government's right to use the information contained in this document if it is obtained from another source without restriction.

AEA, ISEA, and TDA SUPPORT

Organizational Conflict of Interest Mitigation Plan

APPLICABILITY: This Plan is applicable to all TSI employees and consultants, and TSI subcontractors.

#### I. PURPOSE:

The purpose of this Plan is to provide TSI with effective Organizational Conflict of Interest (OCI) protection in performing as Prime Contractor for the CBRND AEA, ISEA, and TDA support contract.

#### II. BACKGROUND:

In carrying out the CBRND AEA, ISEA and TDA support responsibility, TSI, its consultants and subcontractors, will have access to a variety of technical and financial data (Project Information) that may be considered as government sensitive or proprietary by competitive companies.

#### III. PROCEDURE:

a. Dissemination of TSI Information: Project information that is created by TSI (and not including proprietary information of other parties) may be disseminated within TSI and the other TSI consultants and subcontractors, if such information is not Competition Sensitive Information.

b. Dissemination of Information of Other Parties: Project information which is identified as proprietary may be disclosed within TSI, its consultants and subcontractors, if such information is not Competition Sensitive

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Information, but only for the CBRND AEA, ISEA, and TDA support purposes.

c. Identification of Competition Sensitive Information: Each member of TSI, its consultants and subcontractors, will be responsible for identifying information, whether of TSI, its consultants and subcontractors, or another party, which may be considered Competition Sensitive information. Such Information shall be brought to the attention of the TSI Program Manager (PM).

d. Handling of Competition Sensitive Information: If the TSI PM determines that information being handled by members of TSI and/or its consultants and subcontractors, is Competition Sensitive, then the TSI PM will notify the Government Technical Point of Contact (TPOC) and the Contracting Specialist that a Non-Disclosure Agreement (NDA) will need to be executed between the companies/employees affected.

e. Access to Competition Sensitive information. The only individuals that are eligible to be authorized access to Competition Sensitive information are those individuals with a Need-to-Know who are:

TSI employees, its consultants and subcontractors that are working on the CBRND AEA, ISEA and TDA support project, or Government employees (herein after referred to as "the Permitted Group"). It is the responsibility of the person intending to disclose Competition Sensitive information to another person in the Permitted Group to determine if there is a genuine "Need-to-Know" for that specific Information. This is particularly important in view of the restriction on subsequent work assignments that may be imposed on a TSI employee, its consultants or subcontractors by access to Competition Sensitive information. Any questions in this regard should be referred to the TSI PM.

f. Competition Sensitive information may be disclosed outside the Permitted Group only if determined necessary for the CBRND AEA, ISEA and TDA support purposes and specifically only when specifically authorized by the TSI PM with the Government TPOC and contract specialist concurrence. TSI Contracts Department must be contacted in advance in such case to establish or assure that there is an appropriate NDA with the intended recipient.

g. Competition Sensitive CBRND AEA, ISEA and TDA support information Non-Disclosure Agreements (NDA). The NDA Form (Attachment 1) must be signed by all members of the TSI CBRND AEA, ISEA and TEA support organization. If an employee refuses to sign the NDA, then such employee may not receive or have access to Competition Sensitive information (and must use

reasonable efforts to assure that this status is known to avoid such access or receipt). This Form must also be signed by TSI employees (e.g., contract administrators) who are not normally considered part of the Permitted Group if they are to obtain access to Competition Sensitive information.

h. A copy of this OCI Plan will be provided by the TSI Contracts Department to each TSI employee, its consultants and subcontractors to read prior to signing the NDA's. The original of the forms will be returned to the TSI Contracts Department for retention and record keeping.

NOTE: Attachment (2) is provided as additional instruction on the handling of sensitive financial data.

IV. General:

Contact the following for additional information:

TSI Program Manager:

Fran Bartlett

Phone: (757) 424-5793 ext. 236

TSI Project Manager:

Rick Mitchell

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Phone: (757) 424-5793 ext. 224

TSI Contracts Administrator:

Susan Mann

Phone: (757) 424-5793 ext. 228

ATTACHMENT (1)

Technical Systems Integration, Inc.

CBRND AEA, ISEA AND TDA SUPPORT

Individual Non Disclosure Agreement

I, \_\_\_\_\_, am an employee of \_\_\_\_\_ located in \_\_\_\_\_ Pursuant to Contract(s):

\_\_\_\_\_

And effective the dates of the Periods of Performance stated therein, I am tasked to/assigned to provide the following services:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I understand that during this assignment, I may gain access to information that is Government and business sensitive to TSI and its associated contractors. As a condition of such assignment, I hereby agree to act as follows:

I agree that I will not disclose any financial, contractual, proprietary, or programmatic sensitive material related to the above programs/projects/efforts to: (1) any person outside of TSI, including but not limited to any employee of companies not authorized by TSI, and (2) any person within DoD unless, prior to any disclosure, I have obtained written approval to disclose necessary information from the TSI Program Manager.

I understand my obligation not to disclose information includes: (1) financial data; (2) Government sensitive work/presentations/discussions etc.; (3) substance of discussions with TSI or its associated contractors; (4) proprietary processes used by TSI or its associates; and (5) any acquisition plans, or TSI management decisions (unless and until such decision is public knowledge).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Company Representative

Attachment (2)

Special Instruction for Sensitive Financial Data

The Program Senior Financial Analyst develops long term projections and presentations for the Government Program Offices. In this role he is required to access and report on information that is sensitive. While in this role he will not transmit the information via the prime contractor. It will be provided to the Government. The sole responsibility of the

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prime is to provide funding for this position.

#### **NSWCPC – H07 INFORMATION SECURITY REQUIREMENTS**

a. All contractor personnel requiring access to DON controlled unclassified information (CUI) or "user level access to DON or DOD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" who do not have clearance eligibility are required to submit a Questionnaire for Public Trust Positions (Standard Form 85P) through the cognizant Facility Security Officer or designee to NSWC PCD Security, for a suitability determination by DON Central Adjudication Facility.

b. Minimum Protection Requirements for Controlled Unclassified Information (CUI): Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible web server or transmitted over the Internet unless appropriately encrypted.

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## **SECTION I CONTRACT CLAUSES**

All clauses in the basic contract are applicable.

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## SECTION J LIST OF ATTACHMENTS

CDRLS, DD FORM 1423

Technical Instruction Form

TI-1000 03 dated 30 Aug 06

TI-1000-04 dated 04 Oct 06

TI-1000-05 dated 22 Nov 06