

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE J	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 05-Feb-2010	4. REQUISITION/PURCHASE REQ. NO. 93353366		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PORT HUENEME DIVISION 4363 Missile Way, BLDG 1217 Port Hueneme CA 93043-4307 James.m.douglas@navy.mil 805-228-0604	CODE N63394	7. ADMINISTERED BY (If other than Item 6) DCMA Palmdale 40015 Sierra Highway, Suite B110 Palmdale CA 93550		CODE S0303A

NSWC, PORT HUENEME DIVISION  
4363 Missile Way, BLDG 1217  
Port Hueneme CA 93043-4307  
James.m.douglas@navy.mil 805-228-0604

DCMA Palmdale  
40015 Sierra Highway, Suite B110  
Palmdale CA 93550

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) New Directions Technologies, Inc. 137 W. Drummond Avenue, Suite A Ridgecrest CA 93555-3117		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4090-L602
		10B. DATED (SEE ITEM 13) 30-Nov-2009
CAGE CODE 05ZG9	FACILITY CODE 960103620	

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.

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) IAW FAR 43.103(b) and FAR 52.232-22, Limitation of Funds

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) Kittie S Ellison, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Kittie S Ellison (Signature of Contracting Officer)	16C. DATE SIGNED 05-Feb-2010
(Signature of person authorized to sign)			

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## **GENERAL INFORMATION**

The purpose of this modification is for the following:

- 1) Incorporate the executed DD Form 254 into this task order;
- 2) Add an additional email notification contact under the WAWF Invoice Instructions in Section G Contract Administration Data Section;
- 3) Provide incremental funding. This Order is subject to the provisions of FAR 53.23222, Limitation of Funds.

Accordingly, DD Form 254 dated 6 Jan 2010 is incorporated as attachment J.1, WAWF Invoice Instructions are modified to add an additional email notification contact, and provide incremental funding. All other terms and conditions remain unchanged. 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 FFP Items:

Item     Supplies/Services  
-----

- 5000     ACTR Services  
          Base Year (TBD)
  
- 500001   Incremental  
          Funding  
          PR 92817512  
          WCD: 12/31/2049  
          (OTHER)
  
- 500002   Incremental  
          Funding  
          PR 93353366  
          (OTHER)
  
- 5050     Base Year Travel  
          (TBD)
  
- 5100     ACTR Services  
          Option Year 1  
          (TBD)  
          Option
  
- 5150     Option Year 1  
          Travel (TBD)  
          Option
  
- 5200     ACTR Services  
          Option Year 2  
          (TBD)  
          Option
  
- 5250     Option Year 2  
          Travel (TBD)  
          Option
  
- 5300     ACTR Services  
          Option Year 3  
          (TBD)  
          Option
  
- 5350     Option Year 3  
          Travel (TBD)  
          Option
  
- 5400     ACTR Services  
          Option Year 4  
          (TBD)  
          Option
  
- 5450     Option Year 4  
          Travel (TBD)  
          Option

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**CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (NAVSEA) (FEB 1997)**

CLIN(s) 5000, 5100, 5200, 5300 and 5400 of this Task Order are Firm Fixed Price (FFP).

CLIN(s) 5050, 5150, 5250, 5350 and 5450 of this Task Order are Firm Fixed Price (FFP) for anticipated travel during each contract period

The base period of the task order will be Firm Fixed Price (FFP) and if Options are exercised the Option periods will be Firm Fixed Price (FFP).

**HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this task order, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final task order closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the task order, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

**CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST TYPE)**

**(NAVSEA) (FEB 1997)**

This entire contract is FIRM FIXED PRICE.

**NOTE B** - Option item to which the option clause in SECTION I -2 applies and which is to be supplied only if and to the extent said option is exercised.

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**HQ B-2 0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205 -35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### PERFORMANCE WORK STATEMENT

#### FOR NSWC PHD

#### TO SUPPORT SERVICES FOR THE NMCI

#### ACTIVITY CUSTOMER TECHNICAL REPRESENTATIVE SUPPORT

1.0 Background - The Navy/Marine Corps Intranet (NMCI) Program, via contract to an NMCI Prime contractor provides IT network and desktop PC seat services to the Department of the Navy. The Department of the Navy (DoN) provides the strategic direction for the program. Operational direction, via electronic orders, help desk requests, and other change requests, is provided both by the Navy and the Navy's NMCI contractor. The Naval Surface Warfare Center, Port Hueneme Division (NSWC PHD) requires contractor operational support services for the NMCI program and preparation for the Next Generation Enterprise Network (NGEN). NGEN represents the future vision of the shore-based enterprise network for the DON and is the follow-on to NMCI. Transforming the DON networks, this includes NMCI and later NGEN. A primary objective is the seamless transition from NMCI to NGEN.

2.0 Scope – NSWC PHD requires contractor support services for the NMCI Activity Customer Technical Representative (ACTR), located at Port Hueneme, CA. This support includes coordinating the acquisition and implementation of local seat management activities with NMCI and NSWC Government, Military and Contractor personnel. The contractor will be responsible for chairing meetings with office and department personnel to identify NMCI standard and unpriced Contract Line Item (CLIN) offerings and requirements, executing the necessary tasks associated with the delivery of NMCI services, receive and complete data calls as they relate to NMCI Support Services, budget and forecasting the needs of the command and reconciling monthly invoices from the NMCI Contractor.

#### 3.0 Requirements

3.1 Move Adds and Changes (MACS) - Support and monitor NMCI Move -Adds-Changes (MAC) for all local activity, and provide projections for current and out year requirements. These MACs include applications configuration changes, hardware changes, account changes, ramifications of personnel moves and transfers, and other operational change ordering and tracking.

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Use the NMCI ordering and asset management tools to acquire NMCI services and manage the inventory of NMCI provided assets. Review and submit move, add, change (MAC) requests.

3.2 Technical Refresh Support. - Coordinate the scheduling of NMCI system delivery and technical refresh activities. The contractor will coordinate, manage and oversee the construction, build out and delivery of the NMCI Classified Network offering. This includes escorting cleared NMCI contractor personnel into secure areas.

Identify and resolve issues related to transition and sustainment activities with the NMCI contractor, the Navy NMCI Program Management Office, and NAVSEA activity components.

3.3 Data Call Support - Will receive, complete and return all data calls and/or request for information as they relate to NSWC PHD's NMCI Portfolio.

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4.0 Portfolio Management - The DON Chief Information Officer (CIO) and NAVSEA Headquarters have implemented business processes to ensure that Navy IT assets are efficiently managed and aligned with the war fighter priorities. The Navy has established Functional Area Managers (FAM) to execute the responsibility of directing migration, consolidation or retirement of applications and databases. The Department of the Navy Application & Database Management System (DADMS) is the authoritative data source for DON application and database portfolio management.

4.1 Maintain Portfolio Inventory - The contractor will maintain application portfolio inventory utilizing Navy and NAVSEA tools (DADMS and Computer Asset Reduction System (CARS Web Portal). Coordinate rationalization, approval and testing of business applications. Manage software licensing including initial purchase, upgrades and media management. Provide assistance, guidance, and status to business and support lines related to Functional Area Manager (FAM) and business case analysis (BCA) processes.

4.2 Portfolio Management Lifecycle Compliant. The contractor will work closely with the NMCI Science and Technology (S&T) Configuration Manager to ensure all development tools, testing applications and utilities loaded on S&T seats are captured within the guidelines of the portfolio management lifecycle.

5.0 Place of Performance - Naval Surface Warfare Center, Port Hueneme Division, Port Hueneme,

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California and Contractor's facility.

6.0 General - The contractor shall provide all the necessary, support, communications and administrative support services (printing, reproduction, and travel, per diem) to accomplish requirements set forth herein.

6.1 Travel - The Contractor shall be required to travel (CONUS) in accordance with Federal Travel Regulations to various Navy and Government locations. In addition, the contractor may be required to attend NMCI/NGEN conferences and other training at commercial facilities to support the Command's requirements. Typical trips include up to two (2) contractor personnel for 5 days duration each trip. It is estimated there will be 4 trips per year.

7.0 Facilities Clearance - The Contractor must hold a United States Facilities Clearance at the Top Secret level. The Government will institute the Facilities Clearance procedure by initiating a letter, accompanied by a form DD -254, to the Defense Investigative Service (DIS). DIS will thereafter send to the contractor a form SF -49 for completion. A current top secret facility clearance is a material condition to performance of this contract. Failure to maintain a Top Secret Facility Clearance will be a basis for termination of this contract.

8.0 Other Security Matters - The requirements set forth in the following paragraphs are specific requirements that the Contractor shall adhere to under the contract. Personnel assigned to this task order do not require Information Assurance (IA) certification, and is performed during normal business hours, both on and off site for the requiring activity.

8.1 Security Clearances - The Contractor shall conform to the provisions of the DoD Manual 5220.22M Industrial Security Manual, and shall provide for obtaining appropriate security clearances for contractor employees requiring access to classified information and or entry to controlled areas. The contractor shall show evidence to the Contracting Officer that the required clearances are being properly pursued. This evidence may be a copy of the completed SF -49 submitted to DIS. Eligibility for assignment to sensitive duties with the ability to obtain and maintain the following Security Clearance Levels: Secret (Category II AIS), AIS-Automated Information Systems.

8.2 Security Training - The Contractor shall educate employees on the procedures for the handling and production of classified material and documents and other security measures as described in the Performance Work Statement in accordance with DoD Manual 5220.22M.

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8.3 Disclosure of Information - Contractor employees shall not discuss or disclose any information provided to them in the performance of their duties to parties other than authorized government and contractor personnel who have a “need to know”. Contractor employees and all subcontractor employees, if any are used, assigned to this contract shall be required to sign a Non -Disclosure Statement. The contractor shall provide copies of these statements to the Task Order Manager (TOM).

8.4 Identification Badges - Contractor identification badges will be issued by the Government to on -site contractor personnel and shall be visible at all times while employees are on Government premises. The contractor shall furnish all requested information (Government will provide forms to Contractor at time of award) required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to Contractor employees are returned within 48 hours following completion of contract, relocation or termination of an employee, and/or upon request of the Contracting Officer or the TOM.

9.0 Oral Contract Status Reviews - The Contractor shall, conduct oral contract reviews weekly, and provide written monthly reports (as part of the Contract Status Review report) to provide a forum for programmatic briefings and reviews of requirements progress. The contractor shall prepare presentation materials and Plans of Action & Milestones (POA&M) using Microsoft Project compatible with NMCI formats to provide formal status of the reviews.

Deliverables: Oral weekly and written reports included as section in monthly Contract Status Review Report given to the Program Manager (PM) and Task order Manager (TOM).

10.0 Technical Exchange Meetings. The Contractor shall conduct or attend meetings to support discussions of technical issues (daily). The Contractor shall document each meeting by formal minutes.

10.1 Deliverable: Minutes to be provided to government by close of business day following the meeting given to the Program Manager (PM) and Task order Manager (TOM).

11.0 Facilities – On site workspace for all contractor employees shall be provided by the government.

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11.1 At time of contract award, the contractor will maintain offsite facilities on the Oxnard Plain with NMCI access. Facility must accommodate meetings of up to 20 attendees. This facility will be used for transition planning and regular status meetings. Facility must also maintain phone conferencing and low bandwidth teleconferencing capabilities.

12.0 Government Furnished Information/Material (GFI/GFM) - Required access to Government IT equipment and software, documentation, policies and procedures to perform the requirements of this contract will be provided.

### 13.0 STANDARDS

Federal Standards - The contractor shall adhere to all applicable standards and guidelines specified in the contract. In the absence of named standards, DoN Standards, applicable Federal Information Processing Standards (FIPS), and broadly accepted professional standards within the information technology industry shall prevail.

13.1 Other - Other standards that may be promulgated during the course of the contract and will be applicable to the work performed and deliverables provided under the contract.

### 14.0 PERSONNEL QUALIFICATIONS

The contractor shall provide personnel, fully qualified and competent, to perform the scope of the effort set forth in this Performance Work Statement. The skill level and experience of the key personnel must meet the following requirements:

#### SENIOR ACTR – (Secret Clearance) (1 Position)

Experience: The position requires five (5) years direct NMCI Program Supervisory experience in the areas of Site Operations Management, demonstrated project management in the area of NMCI transition/deployment activity, coordination with the NMCI Network Operations Center (NOC) and on-site NMCI Base Operations Management personnel, NMCI Service Desk, S&T Configuration Management, Portfolio Management and comprehensive understanding of NMCI CLIN offerings and demonstrated understanding of the NSWC PHD migrating infrastructure configuration.

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The Senior ACTR must have demonstrated qualities of leadership and responsibility and demonstrated experience in identifying technical and programmatic risk areas and in developing and implementing risk mitigation plans. Must have demonstrated experience and skills in developing/delivering presentation materials to large audiences and expert competency using the MS Office Suite, and must bring a working knowledge of supporting ordering and lifecycle maintenance systems.

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### PORTFOLIO MANAGER(S) (2 Positions)

Experience: The position requires three (3) years experience in support of Enterprise Application Portfolio Management for Navy Programs; including registration, consolidation of and reduction of software programs, networks, and hardware in Department of Navy registration systems. This position will also be responsible for coordinating testing and distribution of approved applications, developing business case analysis for proposed systems.

The Portfolio Manager must have demonstrated qualities in maintaining a high customer service focus with attention to detail, accuracy, and on -time delivery, excellent verbal and written communication skills. Experience with Command Executives and other high ranking government officials is desired. Portfolio Manager must have excellent organizational skills and ability to multi task.

As a Portfolio Management Lead, project management methodologies must be applied as they relate to tasks including resource management, strategic planning, and management of relationships with prime and subcontractors. Serves as a POC for all portfolio management and systems governance issues; respond to questions regarding systems governance and portfolio management from client activities. Responsible for managing the client's response to system/application related Data calls.

A workload data estimate is provided below to give a rough order of magnitude of the outlined tasks to be performed by contractor personnel.

#### 15.0 START-UP TRANSITION PERIOD

The Government anticipates work to commence on this order at the end of the Start -Up/Transition period specified below. The contractor shall start work on all applicable tasking for this requirement no later than the expiration of that period.

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Work on this requirement shall commence approximately 30 calendar days after the award of this order (A+30), plus or minus 5 calendar days. If the date of the award of this order falls on a calendar day such that A+30 is a weekend, Federal holiday, or extraordinary leave day, the Government may, at its discretion, move the start date of work forward or backward by as much as 5 calendar days to facilitate a logical start date. This date will be agreed upon with the Contracting Officer within 3 working days of award. The current government staff performing the ACTR functions will be available on a part time basis. The availability shall not exceed two hours a day. One of the current government ACTR representatives will be available to meet with the contractor to review, help, consult, and plan the contractor's work on a daily basis if needed. Upon completion of the 30 day transition period, it is expected the contractor will be able to conduct business without relying on this support from the government ACTR representatives.

### **Workload Data Estimate**

#### **ACTR Support Activities**

Item	Name	Estimated Quantity	
1.	Perform NMCI/NGEN CLIN Orders		Monthly
2.	Entry into NMCI/NGEN Ordering System Tools		Monthly
3.	Coordinate with command/department points of contact		Daily
4.	Receive/Complete Command/Enterprise Data Calls		Monthly
5.	Perform Move/Add/Changes submission to existing CLIN Deliverables		Monthly

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6.	Perform escalated coordination/support for NMCI/NGEN trouble tickets that impact the user community		Monthly
7.	Chair/Host/Attend Meetings		Monthly
8.	Develop/Disseminate Meeting Minutes		Monthly
9.	Respond to incoming call requests		Daily
10.	Budget/Forecast Budgetary NMCI/NGEN Requirements		Monthly
11.	Conduct asset inventory audits for all deployed hardware/software		Monthly
12.	Provide user training on enterprise systems		Monthly
13.	S&T Seat Compliance Audit		Monthly
14.	Provide Metric Report Support		Monthly
15.	Provide financial analysis support metrics		Monthly

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## **HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government or by others during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government or to the contractor on behalf of the Government on a confidential basis by other persons. Further, the prohibition against release of this information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall not expire after a given period of time.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor,

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any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompitation for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor"

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for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

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## **SECTION D PACKAGING AND MARKING**

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

Packaging and marking in accordance with Section D of SeaPort -e Multiple Award IDIQ contract.

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

### **SECTION E – INSPECTION AND ACCEPTANCE**

ITEM 5000 (If Options are exercised) ITEM(s) 5100, 5200, 5300, 5400 - Inspection and Acceptance shall be in accordance with Section E of the SeaPort -e Multiple Award IDIQ contract and supplemented by the following performance assessment standard:

See Section H – Quality Assurance Surveillance Plan (QASP)

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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

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

5000	11/30/2009 - 11/29/2010
5050	11/30/2009 - 11/29/2010

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

5100	11/30/2010 - 11/29/2011
5150	11/30/2010 - 11/29/2011
5200	11/30/2011 - 11/29/2012
5250	11/30/2011 - 11/29/2012
5300	11/30/2012 - 11/29/2013
5350	11/30/2012 - 11/29/2013
5400	11/30/2013 - 11/29/2014
5450	11/30/2013 - 11/29/2014

Services to be performed hereunder will be provided at PHDNSWC.

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## SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager

\_\_\_\_\_

Contracting Officer

\_\_\_\_\_

Contract Specialist

\_\_\_\_\_

Defense Contract Audit Agency (DCAA)

Defense Contract Audit Agency  
San Fernando Valley  
6230 Van Nuys Blvd.  
Federal Building, Room 2018  
Van Nuys, CA 91401-2781

Defense Contract Management Activity (DCMA)  
DCMA Palmdale  
40015 Sierra Highway  
Suite B-120  
Palmdale, CA 93550  
(661)575-1640

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Other terms and conditions are in accordance with Section G of the SeaPort -e Multiple Award basic contract.

#### INVOICE INSTRUCTIONS (NAVSEA) (SEP 2009)

(a) In accordance with the clause of this contract entitled “ELECTRONIC SUBMISSION OF PAYMENT REQUESTS” (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources <http://wawftraining.com>.

(c) The designated CCR EB point of contact is responsible for activating the company’s CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company’s CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company’s CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (*contracting officer check all that apply*)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable)
- Receiving Report (FFP, DD250 Only)



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(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the local WAWF point of contact Karen Dawley at 805 228 0921 or [karen.dawley@navy.mil](mailto:karen.dawley@navy.mil)

#### **252.232-7007 Limitation of Government's Obligation.**

As prescribed in 232.705-70, use the following clause:

#### **LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)**

(a) Contract line item(s) **5000** through **5400** are incrementally funded. For these item (s), the sum of \$            of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

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

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least thirty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a

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**subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."**

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

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

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

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

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

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

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

On execution of contract  
March 1, 2010  
June 1, 2010  
September 1, 2010

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**(End of clause)**

Accounting Data

SLINID PR Number

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500001 92817512

LLA :

AA 97X4930 NH1K 000 77777 063394 2F 000000 40001NACT2NA

FUNDS EXPIRATION: 31 DEC 2049

WCD: 31 DEC 2049

5050 92817513

LLA :

AA 97X4930 NH1K 000 77777 063394 2F 000000 40001NACT2NA

FUNDS EXPIRATION: 31 DEC 2049

WCD: 31 DEC 2049

MOD 01

500002 93353366

LLA :

AA 97X4930 NH1K 000 77777 063394 2F 000000 40001NACT2NA

FS: FY0

FED: 31DEC49

WCD: 31DEC49

LABOR CLIN 5000

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

Special contract requirements (Section H Clauses) shall be in accordance with Section H of Seaport -e Multiple Award IDIQ contracts and as describe below.

### **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 SBA's 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.

### **FAR 52.219-14 LIMITATION ON SUB-CONTRACTING (DEC 1996)**

(a) This clause does not apply to the unrestricted portion of a partial set -aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees

In accordance with the terms and conditions of the Multiple Award basic contract.

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## **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.

## **REQUIREMENTS FOR NON-GOVERNMENT PERSONNEL WORKING ON-SITE AT NSWC PHD**

Monthly report of contractor personnel assigned to desks/work stations/seats in any or all NSWC PHD buildings, including temporary buildings, highlighting gains and losses and including physical location (building) and NSWC PHD branch-level organizational code supported.

## **CERTIFICATION OF NON-DISCLOSURE STATEMENT**

Contractor shall provide to the PCO Non-Disclosure Statements (Attachment (2)) from all contractor personnel working on-site at NSWC PHD immediately upon start of work in any or all NSWC PHD buildings, including temporary buildings, highlighting gains and losses and including physical location (building) and organizational code supported.

## **PHD NSWC CONTRACTOR'S LEAN PARTICIPATION REQUIREMENT**

The contractor may be required to participate in Government conducted Value Stream Analyses (3 days) or Rapid Improvement Events (5 days). The contractor will be given at least 30 days notice before requested participation.

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Contractor expenses incurred during these events will be paid by the government. After a Rapid Improvement Event, the contractor shall implement any identified process improvements and report associated cost savings to the government. In addition, the contractor shall report contractor generated process improvements (not resulting from government conducted lean events) and report associated cost savings to the government.

#### **NAVSEA 5252.242-9115 TECHNICAL INSTRUCTION (APR 1999)**

(a) Performance of the work hereunder may be subject to written technical

instructions signed by the Task Order Manager (TOM) specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instructions may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the 'CHANGES' clause of this contract; (3) increase or decrease the task order price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for task order performance; or (4) change any of the terms, conditions or specifications of the contract.

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

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

**Note: Technical Instructions are authorized only to provide further guidance on a defined scope of work but are not authorized to direct additional work. TI's will be forwarded to the contractor via the**

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**Contracting Officer within 2 days of issuance.**

**FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)**

The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, Attachment (J.1) attached hereto.

**REQUIREMENTS FOR NON-GOVERNMENT PERSONNEL WORKING ON-SITE AT NSWC PHD**

MONTHLY REPORT OF CONTRACTOR PERSONNEL ASSIGNED TO DESK/WORK STATIONS/SEATS IN ANY OR ALL NSWC PHD BUILDINGS, INCLUDING TEMPORARY BUILDINGS IS REQUIRED. THE REPORT SHALL PROVIDE THE PHYSICAL LOCATION (BUILDING NUMBER) OF THE ASSIGNED GOVERNMENT WORK AREA, PROVIDE THE NSWC PHD BRANCH-LEVEL ORGANIZATIONAL CODE

SUPPORTED, AND SHALL HIGHLIGHT ANY PERSONNEL GAINS OR LOSSES.

**52.219-14 -- Limitations on Subcontracting.**

As prescribed in [19.508\(e\)](#) or [19.811-3\(e\)](#), insert the following clause:

**Limitations on Subcontracting (Dec 1996)**

- (a) This clause does not apply to the unrestricted portion of a partial set -aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --
  - (1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
  - (2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
  - (3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
  - (4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

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**52.222-41 -- Service Contract Act of 1965. (Nov 2007)**

WAGE DETERMINATION – The Department of Labor wage determination for Ventura Country, California is provided as Attachment J.6 to the Solicitation. Compliance with the wage determination is mandatory. Include the appropriate SCA Codes for each corresponding labor categories used in your direct labor cost proposal.

**STATEMENT OF CORRELATION – DOL WAGE CATEGORIES**

The following represents the Government correlation of RFP labor categories to the Department of Labor (DoL) Wage Categories. This correlation is provided to assist offerors in preparing realistic price proposals and to assist in compliance with the Service Contract Act (SCA). Offerors who fail to propose in accordance with this clause may risk rejection, or the cost proposal will be adjusted for cost realism. Offerors are reminded that compliance with the SCA and DoL Wage Determination is mandatory and any evidence of noncompliance with be forwarded to the DoL.

LABOR CATEGORY	DoL OCCUPATION TITLE	SCA CODE
Senior ACTR	Computer Systems Analyst III	14103
Portfolio Manager	Computer Systems Analyst III	14103

**SPECIAL CONTRACT REQUIREMENTS, QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

**1. PURPOSE**

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure the systematic quality assurance methods are used in the administration of the performance based service order. The intent is to ensure that the contractor performs in accordance with the performance metrics and the Government receives the quality of services called for in the order. A properly executed QASP will assist the Government in achieving the objectives of this procurement.

This Task Order provides support services to the Navy/Marine Corps Intranet (NMCI) Activity Customer Technical Representative (ACTR) support located at Port Hueneme, CA. This support includes coordinating the acquisition and implementation of local seat management activities with NMCI and Naval Surface Warfare Center (NSWC), Military and Contractor personnel. The resulting performance based order will have fixed price CLINS, and cost only Other Direct Cost (ODC) CLINS. The order will be for a base year with four one -year options. A properly executed QASP will assist the Government in achieving the overall objectives of this procurement.

**2. AUTHORITY**

Authority for issuance of this QASP is provided under basic Contract Section E – Inspection and Acceptance, which provides for inspections and acceptance of the services and documentation called for in service contracts, to be executed by the Contracting Officer or a duly authorized representative. **Nothing in this QASP limits the**

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**Government’s rights to direct the contractor to correct any nonconformance with the requirements of the Performance Work Statement (PWS).**

**3. SCOPE**

The QASP is put in place to provide Government *surveillance* oversight of the contractor’s efforts to assure that they are timely, effective and are delivering the results specified in the order.

The contractor’s performance on this task order will encompass the criteria specified in **Table 3** and will be evaluated by the Government as described below:

The first Performance Evaluation will cover the period ending six months after date of contract award. Successive evaluations will be performed for each twelve-month period prior to the Government’s exercising each option period until the contractor completes performance under this task order. For the first period and each subsequent twelve-month period, the Government will evaluate the contractor’s performance. The evaluation will encompass all work performed by the contractor at any time during the twelve-month period but will not include cumulative information from prior reports. For each period, the Contractor will complete a self-assessment of the performance provided, to be delivered to the TOM and Contract Specialist NLT 60 days prior to the end of the period of performance. The self-assessment shall cover all areas of the Government QASP. Based on the evaluation results, the Contracting Officer will assign an overall performance rating. If the Contracting Officer assigns an "Unsatisfactory" performance rating for the period evaluated, and it is not resolved via the contractor’s “Get Well” plan or the plan itself is unacceptable, the next option period **will not** be exercised.

**4. GOVERNMENT RESOURCES AND RESPONSIBILITIES**

The following Government resources shall have responsibility for the implementation of this QASP:

**Contracting Officer** – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor’s performance. The PCO for this contract is identified in Section G.

**Contract Specialist**– An individual assigned by the PCO to assist in the daily administration of the contract. The Specialist also provides input to the PCO and the TOM as to the quality of performance for areas addressed in this QASP. The Contract Specialist for this contract is identified in Section G.

**Task Order Manager** –The TOM is responsible for technical administration of the contract and assures proper Government surveillance of the contractor’s performance. The TOM is not empowered to make any contractual commitments or to authorize any changes on the Government’s behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the Contracting Officer for action.

**Government Technical Point of Contact (TPOC)** – The TOM designates an individual Government Technical Point of Contact to assist in administering specific projects under the contract. The Government TPOC is responsible for assisting in administering a specific project under the contract. A Government TPOC cannot, in any manner, alter the scope of the contract, make commitments or authorize any changes on the Government’s behalf.

**5. METHODS OF QA SURVEILLANCE**

**a. QASP** - The Performance Evaluation shall be used by the TOM in the technical administration and the PCO/Contract Specialist in non-technical administration of this QASP. The QASP will be the prime determinant in

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exercising the option.

**b. Contractor Performance Assessment Report System (CPARS)** – The market place for information technology, engineering, and management support services is very competitive. As such, the successful offeror has a vested interest in the Government generated CPARS under this contract. Additionally, an evaluation using the CPARS format will be performed at the end of each year of performance. This evaluation will be one determinant in exercising an option. The Government for this procurement will address the quality of product or service, schedule, cost control, business relations, management, and other important areas. As this information may affect future source selections throughout DoD, and the continuation of the order, the annual Government assessment will be used appropriately as an additional performance oversight and communication tool with the QASP.

## 6. DOCUMENTATION

In addition to providing annual reports to the Contracting Officer, the TOM will maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government’s performance of the quality assurance function. The TOM shall forward these records to the Contracting Officer at termination or completion of the order.

## 7. SURVEILLANCE

The tables below set forth the performance ratings, standards, outcome and surveillance methods to document the results of the surveillance on an annual basis as well as interim and informal reviews (i.e.IPRs) on a more frequent basis.

(a) Performance Ratings: The Government will evaluate the contractor’s performance of the Performance Work Statement (PWS) and the Contracting Officer will assign one of the following ratings:

- (1) **Excellent**
- (2) **Satisfactory**
- (3) **Unsatisfactory**

The standards associated with these ratings are given in the following Table 1.

**TABLE 1: OVERALL RATINGS FOR PERFORMANCE EVALUATIONS**

<b>Overall Performance Rating</b>	<b>Standard</b>
Excellent	“Excellent” ratings for <b>all</b> performance evaluation criteria.
Satisfactory	A minimum of “Satisfactory” ratings for <b>all</b> performance evaluation criteria.
Unsatisfactory	A rating of “Unsatisfactory” for <b>one or more</b> performance evaluation criteria.

(b) Objectives / Determination:

1. Interim/Informal Performance Review (IPR)

Interim/informal performance evaluations will be provided to assess performance at each IPR to provide guidance to attain satisfactory performance.

2. Annual

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The Contracting Officer will make a performance determination at the end of each evaluation period. The determination will be based upon TOM's recommendations, the contractor's comments including any Self-Evaluation Report, and any other information deemed relevant by the Contracting Officer. The Contracting Officer shall resolve disagreements between the TOM'S recommendations and the contractor's comments/report regarding the evaluation. The Contracting Officer's performance determination is unilateral and final. The Contracting Officer will document the determination and provide a copy to the contractor within 30 days of receipt of the contractors self-assessment.

**TABLE 2: OBJECTIVES**

Assessment Period	Acceptable Performance Definition	How Measured	Outcome
Base:	All measurement areas rated at least Satisfactory".	After the first six months after contract award, using the QASP evaluation ratings; annually using QASP and CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of option 1.*  (-) Does not meet the acceptable performance definition as a condition for exercise of an option 1.*
Option I:	All measurement areas rated at least Satisfactory".	Annually using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of an option. 2.*  (-) Does not meet the acceptable performance definition as a condition for exercise of an option. 2.*
Option II:	All measurement areas rated at least Satisfactory" One or more areas rated as "Excellent".	Annually using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of an option 3.*  (-) Does not meet the acceptable performance definition as a condition for exercise of an option 3.*
	All measurement areas rated at	Annually using the QASP evaluation	(+) Meet the acceptable performance definition as a condition for exercise of an option 4.*

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Option III:	least Satisfactory". <b>One</b> or more areas rated "Excellent". See Below.	ratings; annually using the CPARS system covering the previous 12 months.	(-) Does not meet the acceptable performance definition as a condition for exercise of an option 4.*
Option IV:	<b>All</b> measurements areas rated at least Satisfactory". <b>One</b> or more areas rated "Excellent". See Below.	Annually using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	Final CPARS ratings.

\* The Government will not exercise the next option year term unless the contractor meets the **Acceptable Performance Definition**.

(c) **Performance Evaluation Criteria.** The contractor's performance will be evaluated using the criteria and standards provided for each objective, and identified in Tables 3 through 4 of this contract clause.

(d) Organization. The performance evaluation organization consists of the Contracting Officer, who will serve as the Determining Official, and the TOM. In some instances, a TPOC will be assigned to the contract or task order in addition to a TOM.

(e) **This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by this task order such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE) report.**

**TABLE 3: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS**

	<b>CRITERION</b>	<b>UNSATISFACTORY</b>	<b>SATISFACTORY</b>	<b>EXCELLENT</b>
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1.	<b>Task Performance</b>	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, Table 4	Work product routinely meets <b>Acceptable Quality Levels (AQLs)</b> defined in Performance Requirements Summary Table, Table 4	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, Table 4
2.	<b>Staffing</b>	Contractor does not provide qualified personnel required in the PWS. Lapses in coverage occur regularly.	Contractor satisfies personnel requirements of the PWS. Lapses in coverage may occur and are managed per task order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per task order policy. Contractor ensures staff training remains current.
3.	<b>Timeliness</b>	Contractor frequently <b>misses</b> deadlines, schedules(>70%), or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely <b>meets</b> deadlines schedules (>70%), and responds quickly to government requests.	Contractor meets deadlines (>90%), schedules, and responds immediately to government requests.
4.	<b>Customer Satisfaction (Survey)</b>	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

**TABLE 4: PERFORMANCE REQUIREMENTS SUMMARY TABLE**

	PWS Para. (s)	Performance Objective	Acceptable Quality Level (Yes/No)	Method of Performance Assessment
	<b>3.1, 3.2, 3.3, 4.0 and 4.1</b>	Develop and maintain quality operational desk procedures and	Procedures and documentation require no more than two (2)	Review and validate contractor documentation and reports

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1.		documentation. Develop and deliver accurate and timely reports.	review - comment - approval cycles to meet acceptance. 90% completed by due date	
2.	<b>3.1, 3.2, 4.0,4.1 and 4.2</b>	Provide required seat management activity support and facilitate the ordering of NMCI/NGEN CLINs (Tech Refresh, attrition, new services)	All services completed within schedule not <90% of the allotted time and completed not more than 5 working days late 100% of the time.	<ul style="list-style-type: none"> <li>. Review and validate customer surveys</li> <li>. Conduct independent surveys</li> <li>. Review and validate contractor metrics</li> </ul>
3.	<b>3.1 and 3.3</b>	Customer support is accomplished on first contact 80% of the time for first call support requests.	Customer surveys contain <10% unsatisfactory ratings.	<ul style="list-style-type: none"> <li>. Review and validate customer surveys</li> <li>. Conduct independent surveys</li> <li>. Review and validate contractor records/metrics</li> </ul>
4.	<b>3.1</b>	Support and Monitor Move-Adds-Changes (MACs) for all local activity	Customer surveys contain <10% unsatisfactory ratings.	<ul style="list-style-type: none"> <li>. Conduct independent surveys</li> <li>. Review and validate contractor reports/records</li> </ul>
5.	<b>3.1, 3.2, 4.0, 4.1 and 4.2</b>	Approved work management tools (i.e. NET) are used and documentation is detailed and timely.	90% compliance with work management tools. Documentation is complete and accurate 90% of the time with < 1 revision cycle per tasking.	<ul style="list-style-type: none"> <li>. Conduct independent surveys of tool use</li> <li>. Review and validate contractor reports/records</li> </ul>
6.	<b>3.3, 4.1</b>	Receives, completes and returns all data calls and/or information on behalf of NSWC PHD	Data deliverables are provided in the format specified in tasking guidance not <90% of the time with < 1 revision cycle per tasking.	<ul style="list-style-type: none"> <li>. Conduct independent surveys of tool use</li> <li>. Review and validate contractor reports/records</li> </ul>
7.	<b>4.0, 4.1 and 4.2</b>	Maintains necessary FAM standings for all required NSWC PHD applications/systems.	Data deliverables are provided in the format specified in tasking guidance not <90% of the time with < 1 revision cycle per tasking.	<ul style="list-style-type: none"> <li>. Conduct independent surveys of tool use</li> <li>. Review and validate contractor reports/records</li> </ul>

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### Remedies for Unsatisfactory Quality Level

Remedies (Prior to Overall Rating). Upon IPR notification to the contractor that performance fails to meet AQL, the Government **may** at its discretion require the contractor, at no additional charge to the Government, to (a) correct the quality deficiencies identified, (b) re -perform the work at no additional cost to the Government.

Remedies (Upon Overall Rating). Upon assignment of an overall rating for the period of performance, the Government will, at its discretion, exercise such remedies as it may deem appropriate above.

All unsatisfactory ratings not corrected prior to overall rating (listed above) will be noted in the Contractor Performance Assessment Reporting System (CPARS). All instances of work not meeting acceptable quality levels and not remedied to the Government 's satisfaction will similarly be noted in the CPARS. Unsuccessful correction of unsatisfactory ratings will preclude the exercising of forthcoming option periods.

If an option period is exercised at the expiration of the period being rated, the contractor shall within 15 calendar days of option exercise provide the Government with a written quality improvement "Get Well" plan outlining the actions the contractor will take during the option period to correct the **quality defects** noted by the Government for the previous period and prevent their reoccurrence in the option period and beyond, if additional option periods are possible under the terms of the procurement. Successful execution of the "Get Well" plan will be subject for CPARS reporting for that option year.

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## **SECTION I CONTRACT CLAUSES**

In accordance with the SeaPort-e Multiple Award basic contract for Firm Fixed Price Task Orders and as described below:

### **FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 month. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of the end of the period of performance.

### **FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE DELIVERY ORDER (MAR 2000) (NAVSEA VARIATION) (MAR 2000)**

(a) The Government may extend the term of this delivery order by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options. The exercise of any option past the ending date of the basic IDIQ contract is subject to the exercise of Option 1 of the basic IDIQ contract.

**CLINs and corresponding Dates will be filled-in at Task Order Award**

**See Section F.**

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

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93 -579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the

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imposition of criminal penalties.

## **FAR 52.224-2 PRIVACY ACT**

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies —

(i) The system of records; and

(ii) The design, development, or operation work that the contractor is to perform.

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this sub-paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

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(a) (1) “Operation of a system records,” as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) “Record,” as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person’s name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as fingerprint or voiceprint or a photograph.

(3) “Systems of records on individuals,” as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

**CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS)/PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM (PPIRS)**

(a) Pursuant to FAR 42.1502, this contract is subject to DoD’s Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at: <http://cpars.navy.mil>. Further information on CPARS is available at that web -site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor’s performance. The contractor has thirty (30) days after the Government’s evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and may be extended on a case by case basis. Failure to review the report at this time will not prevent the Government from using the report.

(c) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (but not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

(d) Additionally the Government in conducting source selection may access Past Performance Information Retrieval System (PPIRS). This system provides timely and pertinent contractor past

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performance information for use in making source selection decisions. PPIRS assist Federal acquisition officials make source selections by serving as the single source for contractor past performance data. Past performance information includes, for example, the contractor's record of conforming to contract requirements and to standards of good workmanship; the contractor's record of forecasting and controlling costs; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the contractor's business-like concern for the interest of the customer. Confidence in a prospective contractor's ability to satisfactorily perform contract requirements is an important factor in making best value decisions in the acquisition of goods and services. Past performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered.

(e) Contractors may view only their own data at [www.ppirs.gov](http://www.ppirs.gov). Contractor access to PPIRS is gained through the Central Contractor Registration (CCR) ([www.ccr.gov](http://www.ccr.gov)) process. A contractor must be registered in CCR and must have created a Marketing Partner Identification Number (MPIN) in the CCR profile to access their PPIRS information.

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## **SECTION J LIST OF ATTACHMENTS**

J.1 DD 254 Security Classification Specification

J.4 DOL Wage Determination

J.6 ACTR Customer Satisfaction Survey