

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 04	3. EFFECTIVE DATE 05-Oct-2012	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY SPAWAR-Systems Center Lant (CHRL) P.O. BOX 190022 North Charleston SC 29419-9022 sasha.pascual@navy.mil 843-218-6195	CODE N65236	7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) OMNITEC Solutions 6701 Democracy Blvd Suite 300 Bethesda MD 20817-1574		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4481-V701
		10B. DATED (SEE ITEM 13) 07-Apr-2011
CAGE CODE 1PN29	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**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 checked="" 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 type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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) Samantha L Cook, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Samantha L Cook (Signature of Contracting Officer)	16C. DATE SIGNED 16-Oct-2012
(Signature of person authorized to sign)			

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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## GENERAL INFORMATION

The purpose of this modification is to add the Cost Codes to the LOAs of ACRNs AH and AJ (SLINs 400101, 400102 and 600101), in response to CDR #G199529. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$2,170,814.05 by \$0.00 to \$2,170,814.05.

The total value of the order is hereby increased from \$6,327,721.14 by \$0.00 to \$6,327,721.14.

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	-----	-----	-----	-----	-----	-----
4000	Base Year NAVSEA Interior Communications Systems Support (TBD)	1.0	LH	\$2,806,349.22	\$196,444.45	\$3,002,793.67
400001	FUNDING PWS TASKS 3.2.1, 3.2.3, 3.2.7, 3.2.10, AND 3.3.2 (OPN)					
400002	ACRN AB: Labor for PWS Task B 3.3 - Program, Logistics and Configuration Management (OTHER)					
400003	ACRN AC: Labor for PWS 3.2.1 TASK A - TECHNICAL, ACQUISITION AND DESIGN SUPPORT (TBD)					
400004	ACRN AD: Labor for PWS 3.2.7 TASK A - TECHNICAL, ACQUISITION AND DESIGN SUPPORT (TBD)					
400005	ACRN AE: Labor for PWS 3.3.1 TASK B - PROGRAM, LOGISTICS AND CONFIGURATION MANAGEMENT (TBD)					
400006	ACRN AF: Labor for PWS 3.3.2 TASK B - PROGRAM, LOGISTICS AND CONFIGURATION MANAGEMENT (TBD)					
400007	ACRN AG: Labor for PWS 3.5.13 - TASK D - FLEET SUPPORT SERVICES (TBD)					

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4001 1st Option Year 1.0 LH \$2,890,539.69 \$202,337.78 \$3,092,877.47  
NAVSEA Interior  
Communications  
Systems Support  
(TBD)

400101 LABOR FOR PWS:  
TASKS 3.2.1,  
3.2.7, 3.3.1,  
3.3.2 AND  
3.5.13.  
NWA/BS:  
BS-885412.0103040  
3010222 (OPN)

400102 LABOR FOR PWS:  
TASKS 3.2.1,  
3.2.7, 3.3.1,  
3.3.2 AND 3.5.13  
NWA/BS:  
BS-885412.0103040  
132 (OPN)

4002 2nd Option Year 1.0 LH \$1,315,049.00 \$92,053.43 \$1,407,102.43  
NAVSEA Interior  
Communications  
Systems Support  
(TBD)  
Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Base Year - Other Direct Cost NAVSEA Interior Communications Systems Support (TBD)	1.0	LO	\$24,722.97
600001	FUNDING PWS TASKS 3.2.1, 3.2.3, 3.2.7, 3.2.10, AND 3.3.2. (OPN)			
600002	ACRN AB: ODC for PWS TASK B 3.3 - Program, Logistics and Configuration Management (OTHER)			
6001	1st Option Year - Other Direct Costs NAVSEA Interior Communications Systems Support (TBD)	1.0	LO	\$207,327.03

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600101 ODC FOR PWS:  
 TASKS 3.2.1,  
 3.2.7, 3.3.1,  
 3.3.2 AND 3.5.13  
 NWA/BS:  
 BS-885412.0103040  
 132 (OPN)

6002 2nd Option Year - 1.0 LO \$116,025.00  
 Other Direct  
 Costs  
 NAVSEA Interior  
 Communications  
 Systems Support  
 (TBD)  
 Option

**MATERIAL PURCHASES**

Only items directly used for this Task Order, for work within the scope of the Performance Work Statement, shall be purchased under the ODC line items. Material purchases shall be approved by the PCO prior to purchase by the contractor. The purchase request shall be itemized and contain the cost or price analysis performed by the contractor to determine the reasonableness of the pricing. The request and supporting documentation shall be submitted to the COR for concurrence prior to being submitted to the PCO for approval.

**5252.216-9204 LEVEL OF EFFORT--FEE ADJUSTMENT FORMULA (MAR 1994)**

(a) Subject to the provisions of the "Limitation of Cost" or "Limitation of Funds" clause (whichever is applicable to this contract), it is hereby understood and agreed that the fixed fee is based upon the Contractor providing the following number of staff-hours of direct labor, hereinafter referred to as X, at the estimated cost and during the term of this contract specified elsewhere herein:

[Contractor shall insert number of estimated direct labor staff hours]

Total Staff-Hours (X)*	Total Prime Staff-Hours	Fixed Fee**
*(inclusive of Prime and any proposed Subcontractor(s))		
Base Period 54,520	54,520	
Option 1 54,520	54,520	
Option 2 24,296	24,296	

\*\*Contractor is to identify basis for fixed fee amount:  
 \_\_\_ Prime Hours Only    \_\_\_ Total Staff-Hours

The Contractor agrees to provide the total level of effort specified above in performance of work described in Sections "B" and "C" of this contract.

(b) Of the total staff-hours of direct labor set forth above, it is estimated that 0 staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no amount is indicated in the first sentence of this paragraph, competitive time (uncompensated overtime) effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel from an employee's residence to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.

(d) It is understood and agreed that various conditions may exist prior to or upon expiration of the term of the contract, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:

(1) If the Contractor has provided not more than 105% of X or not less than 95% of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.

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(2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, performance shall not extend beyond 30 September. In no event shall the Contractor be required to provide more than 105% of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.

(3) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.

(4) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than 95% of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work. The total fee due the contractor shall be adjusted so as to be in direct proportion to the number of direct hours utilized in the same ratio of fee to the estimated total hours then set forth in the contract.

(5) Nothing herein contained shall, in any way, abrogate the Contractor's responsibilities, and/or the Government's rights within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.

(e) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and DCAA office to which vouchers are submitted:

(1) The total number of staff-hours of direct labor expended during the applicable period.

(2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.

(3) A breakdown of other costs incurred.

(4) The Contractor's estimate of the total allowable cost incurred under the contract for the period.

In the case of a cost under-run, the Contractor shall submit the following information in addition to that required above:

(5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.

(6) A calculation of the appropriate fee reduction in accordance with this clause.

All submissions required by this paragraph shall separately identify subcontractor information, if any.

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

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is 133,336 hours. The 133,336 direct labor hours include 0 uncompensated overtime labor hours.

(b) Computation of Fee.

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

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(c) Modifications.

If the contracting officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the task order may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate negotiated per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

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

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

**ADDITIONAL SLINS**

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

**LIMITATION OF LIABILITY – INCREMENTAL FUNDING**

**CLINs 4000 and 6000**

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to **\$912,715.00**. It is estimated that these funds will cover the cost of performance through **30 SEPT 2012**. Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of **\$912,715.00** shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLINS	TOTAL CPFF	FUNDS THIS ACTION	TOTAL FUNDS AVAILABLE	BALANCE UNFUNDED
4000	\$ 3,002,793.67	\$ -	\$ 887,992.03	\$ 2,114,801.64
6000	\$ 24,722.97	\$ -	\$ 24,722.97	\$ -
<b>TOTAL</b>	<b>\$ 3,027,516.64</b>	<b>\$ -</b>	<b>\$ 912,715.00</b>	<b>\$ 2,114,801.64</b>

**CLINs 4001 and 6001**

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to **\$1,258,099.05**. It

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is estimated that these funds will cover the cost of performance through **24 SEPT 2013**. Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of **\$1,258,099.05** shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLINS	TOTAL CPFF	FUNDS THIS ACTION	TOTAL FUNDS AVAILABLE	BALANCE UNFUNDED
4001	\$ 3,092,877.47	\$ 1,092,507.95	\$ 1,092,507.95	\$ 2,000,369.52
6001	\$ 207,327.03	\$ 165,591.10	\$ 165,591.10	\$ 41,735.93
<b>TOTAL</b>	<b>\$ 3,300,204.50</b>	<b>\$ 1,258,099.05</b>	<b>\$ 1,258,099.05</b>	<b>\$ 2,042,105.45</b>



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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### C-302 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998)

Work under this contract shall be performed in accordance with the following Performance Work Statement (PWS):

#### 1.0 PURPOSE

#### 1.1 BACKGROUND

The Department of Navy, Space and Naval Warfare Systems Center Atlantic (SSC Atlantic) is acquiring technical and analytical support to assist in the engineering, management, coordination, and life cycle support of NAVSEA shipboard interior communications (IC) video systems. NAVSEA Code 05H is responsible for the acquisition, engineering, installation, maintenance and life-cycle support of IC in US Navy ships worldwide. SSC Atlantic is a Navy Working Capital Fund (NWCF) Engineering Center headquartered in Charleston, South Carolina with a major presence in the Norfolk, VA area and with branch offices located worldwide. The mission of SSC Atlantic is to enable knowledge superiority for the Joint Warfighter through the development, engineering, acquisition and life cycle support of effective, reliable shipboard video systems.

#### 1.2 SCOPE

The objective of task order is to obtain a full range of technical and analytical support required to assist SSC Atlantic in fulfilling its duties related to the US Navy ships' interior communications video systems infrastructures. The contractor team will assist SSC Atlantic in providing a full range of technical service to include the acquisition, engineering, broadcasting, information technology, and operational support services to the Navy Element of Defense Media Activity (NE DMA), US Navy Office of Information (CHINFO), and NAVSEA 05H. Work under this contract will consist of various program management functions, engineering support, configuration/logistics support, information technology support, integration and capability support, documentation development and technical services. This contract shall not be used for Navy funded installation efforts IAW the IMO OF Process.

#### 2.0 APPLICABLE DOCUMENTS (AND DEFINITIONS)

All work shall be accomplished using the best commercial practices and current acceptable industry standards. In accordance with Defense Acquisition Policy changes, maximum utilization of non-Governmental standards will be made wherever practical. Where backward compatibility with existing systems is required, selected interoperability standards will be invoked. For purposes of bidding, the following documents are not exclusive; however, all contractors shall be able to meet those cited when applicable to the task order.

#### 2.1 REQUIRED DOCUMENTS

The following documents are part of this PWS and are mandatory for use. Unless otherwise specified, the document's effective date of issue is the date on the request for proposal.

	Document Number	Title
a.	NAVSEA Technical Specifications	
b.	TS 9090-310E	NAVSEA - Alterations to Ships Accomplished by Alteration Installation Teams, April 2009
c.	TS 9090-400A	NAVSEA – Technical Instructional Guidance Document (VER: 1.3), Ship Change Document (SCD)

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d.	TS 9090-500	NAVSEA – Fleet Modernization Program (FMP) Management and Operations Manual
e.	SHIPMAIN Process and Associated One Book	
f.	NAVSEA SHIPSYSENGDESINST 4121.7	

## 2.2 GUIDANCE DOCUMENTS

The following documents are part of this PWS and are to be used as guidance. Unless otherwise specified, the document's effective date of issue is the date on the request for proposal.

	Document Number	Title
a.	DoD Directive 5000.1 series	The Defense Acquisition System, May 12, 2003
b.	DoD Instruction 5000.2 series	Operation of the Defense Acquisition System, May 12, 2003

## 2.3 SOURCE OF DOCUMENTS

Information on obtaining copies of Federal Specifications may be obtained from General Services Administration Offices in Washington, DC, Seattle, San Francisco, Denver, Kansas City, MO., Chicago, Atlanta, New York, Boston, Dallas and Los Angeles.

Copies of military specifications may be obtained from the Commanding Officer, Naval Supply Depot, 3801 Tabor Avenue, Philadelphia, PA 19120-5099. Application for copies of other Military Documents should be addressed to Commanding Officer, Naval Publications and Forms Center, 5801 Tabor Ave., Philadelphia, VA 19120-5099.

All other commercial and industrial documents can be obtained through the respective organization's website.

## 3.0 PERFORMANCE REQUIREMENTS

The following paragraphs list all required support tasks that shall be required throughout the contract life. The contractor shall provide necessary resources and knowledge to support the listed tasks. The contractor shall complete all required tasks while controlling and tracking performance and goals in terms of costs, schedules, and resources.

### 3.1 RELEVANT EXPERIENCE

The contractor is required to have knowledge and experience with video and audio systems, technical management and acquisition, and life cycle support. The contractor must be able to respond to ship and shore emergent requirements within 72 hours of request.

### 3.2 Task A – Technical, Acquisition and Design Support

3.2.1 Assist in the development of performance and detailed equipment specifications for the upgrade of shipboard multimedia systems from analog processing to digital processing. Analyze industry trends for digital conversion mandated by the FCC and assist in planning engineering upgrades to existing deployed systems to implement the conversion Fleet-wide. This effort includes assisting in developing engineering acceptance criteria, defining space and weight limitations, performing shock and vibration analysis, developing equipment supportability planning and functionality engineering.

3.2.2 Assist in the development of technical data and requirements for digital rights management (DRM) for

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shipboard television playback systems to include encryption schemes, encryption key management and forensic water-marking technology to be used in shipboard television systems. DRM requirements and processes must meet industry standards for the protection of copyrighted motion picture and television licensed content.

3.2.3 Assist in the DMA engineering efforts to ensure compatibility with programming licensing, distribution formats, encryption and content recovery processes and procedures, and shall coordinate engineering efforts with Navy Motion Picture Service to ensure compatibility with programming licensing, distribution formats, encryption and content recovery processes and procedures.

3.2.4 Assist in the development of recommendations and approaches for using automated playlists for pre-recorded shipboard entertainment and training programming, and for implementing video-on-demand technologies.

3.2.5 Provide technical and design support for next generation television/video playback, production and satellite receiving systems maximizing the use of industry standard digital television technology. This effort shall include analysis of industry trends, existing shipboard installed systems, and proposing approaches that upgrade the existing systems while continuing to maintain the existing ship systems until the digital roll-out is complete.

3.2.6 Provide technical and design support for next generation television/video distribution systems maximizing the use of CATV industry standard QAM-based technology. This effort shall include analysis of industry trends, existing shipboard installed systems, and proposing approaches that upgrade the existing systems while using the existing ship distribution architecture.

3.2.7 The contractor shall provide technical and procurement support for the acquisition of shipboard television, radio, RF/QAM distribution, satellite television equipment, photograph and print media upgrades for existing US Navy ships. This includes reviewing manufacturer recommended system designs and engineering process documentation for suitability to shipboard use and adherence to acceptance criteria.

3.2.8 Assist the review of vendor submitted Contract Data Requirements List (CDRL) products for accuracy, thoroughness and adherence to contract requirements, providing monthly status reports (CDRL A007) on all vendor/hardware contracts. Reports shall include equipment line items by stock numbers, quantity on order, unit cost, required delivery date and projected delivery date.

3.2.9 Assist in the development of Engineering Change Proposals on proposed system upgrades. Assist in documenting system configuration data in the Navy Data Environment, Configuration Managers Database-Open Architecture (CDMD-OA) in response to shipboard upgrades and changes.

3.2.10 Assist in the development of system block diagrams and rack elevations for equipment used and define interface relationships for each NAVSEA shipboard system being installed. Support Work In Progress Reviews with engineers to incorporate changes resulting from possible equipment substitutions.

3.2.11 Provide technical support to SSC Atlantic and Ship Program Manager related to shipboard multimedia systems and participate in ship specification and system requirements documents reading sessions.

### **3.3 Task B – Program, Logistics and Configuration Management**

3.3.1 Support the development of command level program and project briefings to support NAVSEA programs and operations. Contractor developed inputs must be aligned with current mission requirements and identify the status of ship upgrade efforts and supply support activities. Assist in developing NAVSEA program planning documentation to include: acquisition plans, lifecycle management plans and logistics support documentation for

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each shipboard system.

3.3.2 Assist budget formulation and expenditure reporting (CDRL A009) for systems and equipment. Assist in monitoring and providing updates on all NAVSEA vendor/hardware projects. Reports shall provide information on project numbers, total project funding, remaining balance and project expiration dates. All program related funding shall be tracked, monitored and listed in report form.

3.3.3 Assist in providing inventory control, spares and repair parts planning and configuration control. Assist in providing failure analysis and make spares acquisition recommendations to ensure stock levels at all locations will support program requirements. Specific deliverables include preparing repair parts inventory lists by system, determining inventory stock levels, and developing spares requirements lists. All information shall be updated as needed and be adjusted to meet fleet requirements.

3.3.4 Assist in the coordination with Defense Media Activity -- Riverside Contracting Offices to obtain catalogue information on items stocked in support of NAVSEA systems. Assist in reviewing fleet material demand data and prepare requisitions for stock replenishment and expedite completion of outstanding requisitions for stock with supply and procurement activities.

3.3.5 Operate and maintain a warehouse to accept, store, and provide direct exchange functions for existing shipboard system parts support to the Fleet. Provide inventory management to include coordinating and accepting inbound equipment shipments, equipment bar coding and tracking, and shipping of equipment. Develop stock transfer reports, repairable inventory lists and tailored repairable inventory lists detailing stock movement and current location. Track all equipment movements using the Equipment Tracking System web database.

3.3.6 Assist in developing technical and administrative reports relating to repair, replace, logistics and other technical efforts. This assistance involves immediate dissemination and processing of incoming and outgoing correspondence, e-mails and faxes relating to scheduling work, ordering materials, and requests for assistance from Navy ships.

3.3.7 Assist in developing logistics technical documentation (CDRL A004) to include system technical, operations and maintenance manuals, system configuration drawings, training curricula, Installation Control Drawings (ICD), and space arrangement drawings (CDRL A010). Assist in development and maintenance of curricula for the formal CCTV Operations and Maintenance Course at the Interior Communications School, classroom training at the FSDs, and on-board OJT training for ships forces.

### **3.4 Task C – Shipboard System Integration**

3.4.1 Assist contractors with shipboard systems integration executions. Assist in documenting ship scheduling, installation design, interface resolution and Government information requests.

3.4.2 Assist contractors with all ship repair and replace executions and integration in accordance with the SHIPMAIN program to include installation planning documentation necessary for inclusion in the long range scheduling forecast, number of ship installs, equipment quantities, and equipment delivery schedules for each NAVSEA shipboard system upgrade.

3.4.3 Provide engineering analysis, recommendations and requirements generation support for engineering and integration design plan development and/or modifications. Engineering analysis and recommendations shall include Cost Benefit Analyses (CBA), Ship Change Documents (SCD), plans, schedules, budget estimates, and in/out briefs .

3.4.4 Assist computer-aided design (CAD) services to document current systems configuration, and analyze broadcast facilities to gauge equipment installation requirements. Support Government personnel in identifying equipment selected and discuss equipment and system interoperability.

3.4.5 Assist in the integration and execution of television, radio, Circuit 27TV, satellite television equipment,

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photograph and print media systems in accordance with plans and applicable Navy regulations and ship schedule availabilities. Assist in coordinating with ships and type commanders to determine optimal locations for each system installation. All repair, replace and integrated systems must be government accepted before being considered complete.

3.4.6 Assist in maintaining system ILS documentation, assist in developing as-built drawings to document each installed system and assist the training in integration, replacement, maintenance and repair to fleet technicians.

### **3.5 Task D –Fleet Support Services**

3.5.1 Support the repair, maintenance and provide technical assistance for all NAVSEA installed shipboard systems to include Shipboard Information, Training and Entertainment (SITE), Television-Direct to Sailor (TV-DTS), Circuit 27TV, surveillance and other media systems. Work shall conform to Engineering Change Proposals or other documentation as appropriate. Support all active US Navy ships by performing on-board system repairs, replacing failed units, performing grooming and adjustments in accordance with manufacturer's specifications, and performing systems checks and tests.

3.5.2 Assist in the correction, repair, or reprogram of any computer software, and repair or replace any hardware item which supports the shipboard unclassified television systems, prior to Strike Group Deployment.

3.5.3 Fabricate, integrate, and test equipment racks IAW SHIPMAIN Process. This will include in brief TS-9090-31- (Current Version). Operate and evaluate the equipment to confirm that any reported problem is because of equipment rather than operator error.

3.5.4 Integrate and test trunk and drop cables IAW approved design drawings, this will include all peripheral hardware. Fabricate Directional Coupler Tap (DCT) foundations, mount and interconnect DCTs.

3.5.5 Clean and adjust equipment as necessary to minimize breakdowns, prevent performance degradation and ensure line units are 100% functional.

3.5.6 Issue Technical Assistance Reports (TAR) for each maintenance assist, whether telephonic or on-site, and retain copies of TARs. Complete TARs for each maintenance or ship assistance action, and update the Ships Database system with all maintenance actions.

3.5.7 Provide status reports to SSC Atlantic within two (2) days of the conclusion of the maintenance assist visits.

3.5.8 Assist in reviewing ship deployment schedules and scheduling/conducting pre-deployment grooms. Conduct technical assistance and courtesy visits as scheduled. Provide on-site verification of equipment onboard each ship visited. Update Equipment Tracking System to reflect accurate inventory for each ship.

3.5.9 Provide troubleshooting via message, e-mail or by telephone within two (2) hours of notification. Provide Government On-site Technical Representative repair options available. Request needed parts through the on-site Government Technical Representative and Broadcast Logistics Support Team.

3.5.10 Perform all local Direct Exchange actions and maintain local small parts inventory. Ensure inventory is accurately reflected in the Equipment Tracking System.

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3.5.11 Assist in determining schedules and requirements with ship planning yards and Navy Program Offices for the repair and replacement of NAVSEA systems. Assist in resolving control and ship drawing discrepancies with ship planning yards. Provide trouble shooting assistance to planning yard as required during equipment repair and replace. Provide technical support during Builders and Acceptance Trials.

3.5.12 Assist in performing repair and replace support with NAVSEA and Ship representatives, and update the Ships Database and Equipment Tracking System to represent work accomplishments and equipment repaired and replaced.

3.5.13 Assist in developing and conducting operation and preventative maintenance training for all NAVSEA shipboard systems, to include developing and updating curriculum, developing training aids and instructional materials for Navy technical training courses. All shipboard system training materials shall reflect current configurations and operating procedures and be updated as directed.

3.5.14 Assist contractors in repairing and replacing required components and equipment to correct faults in US Navy shipboard security surveillance systems. Assist contractors in replacing EMI shielded conduit systems for cameras and pan/tilt units. Assist contractors in replacing, where required, connectors on cables and replace existing cable runs.

3.5.15 Assist in providing public affairs support for command information satellite uplink to the Pacific region. Assist in transferring news, spots and other video products from the ingest point to the automation server in preparation for airing on the Pacific Satellite uplink. Programming schedule must cover 24 hours a day/seven days a week. Personnel must be physically on-site first shift, Tuesday through Saturday and second and third shift, Sunday through Thursday.

3.5.16 Provide assistance to the Pacific detachments in scheduling interstitials on their respective twenty virtual channels acting as the "on-the-ground" point of contact to verify the proper spots and other video products are merged with the proper STB files and are ready for air at the appropriate time. Assist with file maintenance on the server and assist in purging outdated program materials from the server. Spots and video programming must cover 24 hours a day/seven days a week. Personnel must be physically on-site first shift, Tuesday through Saturday and second and third shift, Sunday through Thursday.

3.5.17 Assist in providing control room operations for television and audio satellite up-link transmission services and programming to include preparing programming schedules with Asia-unique programming to be transmitted via satellite to locations worldwide. Programming schedule must cover 24 hours a day/seven days a week. Personnel must be physically on-site first shift, Tuesday through Saturday and second and third shift, Sunday through Thursday.

3.5.18 Assist in providing control room operations for television and audio satellite up-link transmission services and programming to include preparing programming schedules for Direct to Sailor (DTS) programming to be transmitted via satellite to locations worldwide. Programming schedule must cover 24 hours a day/seven days a week. Personnel must be physically on-site first, second and third shift, Sunday through Saturday

### **3.6 Task E – Information Transfer and Communications**

3.6.1 Assist in providing technical support to assist in the acquisition, development, integration and

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implementation of Ships Database and Equipment Tracking System hardware and software, to include the information distribution network and communication infrastructure. Network and server configurations shall be designed to support ship maintenance and equipment tracking functions. This effort includes the development and update of databases and web-interface software to allow access via the World Wide Web to the databases from each of the FSD and other authorized users worldwide, and must incorporate shore facilities as well as shipboard systems.

3.6.2 Provide support for the design, acquisition and implementation of data and video transfer hardware to support NAVSEA, CHINFO and DMA initiatives. This includes analyzing the latest technology and incorporating new and existing assets into a comprehensive solution that is compatible with DMA requirements.

3.6.3 Assist in providing draft Navy requirements for transmission of satellite data, audio and television signals to and from ships. Support meetings with American Forces Radio and Television Service (AFRTS) concerning the Navy's approaches and requirements and assist in providing engineering solutions to AFRTS requirements as they pertain to NAVSEA equipment aboard ships.

3.6.4 Support shore based broadcasting facilities by providing functional/technical specifications, assisting contractors with integrating computer hardware, software, and communication technologies to include video servers and broadcast equipment.

3.6.5 Prepare system documentation to support the repair and replacement of satellite communications system. Prepared documentation must integrate Navy systems with existing commercial satellite services to provide a complete satellite communications system.

3.6.6 Assist in providing transition planning documentation to support the physical move to Ft. Meade, Maryland. This includes developing detailed broadcast engineering designs, and ensuring all broadcast and network connections as well as information dissemination mediums are addressed and properly maintained throughout the migration process. Planning documentation shall be complete and detailed to support each phase of the physical move.

### **3.7 Program Management**

The contract shall require a contractor to work closely with the government project manager and support at the sponsor level and at the contract level. Regardless of the level of support, the ultimate objective is ensuring the government's requirements are met on schedule and within budget.

#### **3.7.1 Contract Liaison**

The contractor shall assign a technical single point of contact, also known as the Program Manager (PM) who shall work closely with the government Contracting Officer and Contracting Officer's Representative (COR). The PM shall be ultimately responsible for ensuring that the contractor's performance meets all government contracting requirements within cost and schedule. PM shall have the requisite authority for full control over all company resources necessary for contract performance. The PM shall have authority to approve task order MOD proposals in emergent situations. Responsibilities shall also include, but not be limited to, the following: personnel management; management of government material and assets; and personnel and facility security. In support of open communication, the Contractor shall have, unless otherwise directed, quarterly meetings with the TOM and periodic reviews with each applicable government Project Engineer when requested.

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### 3.7.2 Program Support

Some effort shall require a contractor to work closely with the government project manager and support the needs of the program at the sponsor level. Coordination of meetings, preparing budget drills, developing agenda items, attending at high-level meetings, developing presentation material, generating minutes, and tracking action items will be required. Other support may require a contractor to recommend policies, doctrine, tactics, and procedures at the Federal, State, and Local level given their past expert opinion or using analysis of actual outcomes. Program support may require significant coordination and interface with various DOD and non-DOD activities located in and out of CONUS.

#### 3.7.2.1 Program Support Documentation

The PM shall be responsible for ensuring that all program management contract deliverables are tracked and submitted on time throughout the life of contract. At a minimum, the following are typical of such documents:

- Cost Estimates (CDRL A001)
- Meeting Minutes (CDRL A008)
- Technical Manuals and Curricula (CDRL A004)
- Trip Reports (CDRL A003)
- Monthly Status Reports (CDRL A007)

### 3.7.3 Contract Administration

During urgent situations, the contractor shall have processes established in order to provide all necessary resources and documentation any time during the day in order to facilitate a timely task order (TO) award or modification. The contractor shall be responsible for providing any required support documentation in a timely manner so as to not disrupt the contract award process. To address urgent requirements, the contractor shall have processes established in order to provide all necessary documentation and resources any time during the day in order to facilitate a timely Task order (TO) award or modification.

#### 3.7.3.1 Contract Administration Documentation

Various types of contract administration documents are required throughout the life of the contract. At a minimum, the contractor shall provide the following documentation:

##### 3.7.3.1.1 Contract and Task Order Status Report

Task Order Status Report (CDRL A001) shall be developed and submitted monthly to the COR and the SPAWAR technical point of contact. The prime shall be responsible for collecting, integrating, and reporting all subcontractor reports.

(a) Monthly, TO – A monthly TO status report shall be provided to the applicable government Project Engineer and COR. Commencing one full month after the TO award date, TO status reports shall be posted no later than the 10<sup>th</sup> of each month. For every active task, the monthly progress report shall include, as a minimum, the following items and data:

1. TO Number & Title
2. period of performance



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3. period of reporting
4. the Not-to-Exceed TO amount and the funds received to date balance
5. list all TO ACRN level Modifications, date of modification, sentence summary, and if applicable, list the total modification funding amount
6. list total labor hours expended (current and cumulative) per company
7. list total labor cost (current and cumulative) per company
8. list total Other Direct Costs (ODCs) expended (current and cumulative) per company
9. list total Travel expended (current and cumulative) per company
10. list total Material expended (current and cumulative) per company
11. list total Fee expended (current and cumulative) per company
12. list total TO ceiling amounts: labor hours, costs, fee, and total NTE
13. list total remaining TO ceiling amounts: labor hours, costs, fee, and total NTE
14. list quantity of hours charged per employee (current and cumulative)
15. list of all companies that have charged to the TO (by ACRN), the company's charging period, and the cost, the total number of hours charged (current and cumulative)
16. Estimated total cost to complete; noting shortages or overages
17. Identification when obligated costs have exceeded 75% of the amount authorized (Note: Identifying cost overruns in the monthly status reports does not preclude a Contractor from the 75% notification requirement in clause H-344 or for immediate notification to the government when all funds have been expended prior to work being completed on a task order
18. Summary of work performed (includes meeting specified milestones and action items; identification of new problems areas including technical issues, cost increases or schedules slippage; status of previously identified problems; listing of all CDRL ordered and status of deliverables; effort to be completed during next reported period

(b) Data Calls – As required, a status report shall be emailed to the COR within six working hours of the request. All information provided shall be the most current. Cost and funding data shall reflect real-time balances. Report shall account for all planned, obligated, and expended charges and hours. The report shall include, as a minimum, the following items and data:

1. Percentage of work completed (by task order ACRN level)
2. Percentage of funds expended (by task order ACRN level)
3. Updates to the POA&M and narratives to explain any variances
4. List of personnel (by location, security clearance, quantity)

#### 3.7.3.1.2 Task Order Closeout Report

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The Task Order (TO) shall require a closeout report (CDRL A002), which is due no later than 30 days after the TO completion date. The Report shall be submitted electronically as an e-mail attachment; hard copies are required only upon request. Government compatible Microsoft® Office Package software shall be used and the form shall be easy to follow. The report shall include, as a minimum, the following information:

(a) Financial data – Breakdown of all costs (labor, travel, material, fee) per invoice, all key personnel that were utilized/charged on the job, specify all work yet to be charged, all remaining funds, and balances available, if any, for return (de-obligation), etc. The remaining funds shall be identified at the LOA level.

(b) Deliverable status -- Percentage job complete, any outstanding issues, CDRL status, list of any items/services under workmanship/manufacturer warranty, etc.

(c) Government Property – All Contractor-acquired Property and Government-furnished Property provided on TO shall either be consumed or returned to the government. A final TO Inventory list shall be required accounting for all TO government property. Contractor shall incorporate information and receipts obtained from the initial disposition inventory list. For property being returned, the contractor shall include on the inventory list the following minimum information: part numbers, NSN nomenclature, quantity, and condition of each item (i.e., Condition A, F, etc.). Paperwork validating official receipt by government is required for returned items.

#### **4.0 QUALITY ASSURANCE**

Upon contract award, the Prime contractor shall have and maintain a quality assurance process that meets contract requirements and program objectives while ensuring customer satisfaction and defect-free products/process. The quality system shall be documented and contain procedures, planning, and all other documentation and data necessary to provide an efficient and effective quality system based on their internal auditing system. The quality system shall be made available to the government for review at both a program and worksite services level during predetermined visits. Existing quality documents that meet the requirements of this contract may continue to be used. The Contractor shall also require all subcontractors to possess a quality assurance and control program commensurate with the services and supplies to be provided as determined by the Prime's internal audit system. The Government reserves the right to disapprove the Contractor's and/or subcontractor's quality system or portions thereof when the quality system(s) fails to meet contractual requirements at either the program or worksite services level. The Government reserves the right to participate in the process improvement elements of the contractor's quality assurance plan as needed. At minimum, the contractor's quality system shall meet the following key criteria:

- Establish capable processes
- Monitor and control critical product and process variations
- Establish mechanisms for feedback of field product performance
- Implement and effective root-cause analysis and corrective action system
- Continuous process improvement

#### **4.2 QUALITY MANAGEMENT PROCESS COMPLIANCE**

This task order shall require the contractor to have processes in place that shall coincide with the government's quality management processes. As required, the contractor shall use best industry practices including ISO/IEC 15288 for System life cycle processes and ISO/IEC 12207 for Software life cycle processes. The contractor shall provide technical program and project management support that will mitigate the risks to successful program execution including employment of Lean Six Sigma methodologies in compliance with SSC ATLANTIC requirements and with the SSC Engineering Process Office (EPO) Capability Maturity Model Integration (CMMI)

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program. As part of a team, the contractor shall support projects at SSC ATLANTIC that are currently, or in the process of, being assessed under the SSC EPO CMMI program. The contractor shall be required to utilize the processes and procedures already established for the project and the SSC EPO CMMI program and deliver products that are compliant with the aforementioned processes and procedures.

#### 4.3 QUALITY CONTROL

Unless otherwise directed, the Contractor is responsible for all quality control inspections necessary in the performance of the various tasks as assigned and identified by the respective WBS, POA&M or procedural quality system document. The Government reserves the right to perform any inspections deemed necessary to assure that the Contractor provided services, documents, and material meet the prescribed requirements and to reject any or all services, documents, and material in a category when nonconformance is established.

#### 4.4 QUALITY MANAGEMENT DOCUMENTATION

In support of the contract's Quality Assurance Surveillance Plan (QASP) (see Attachment 8), and Contractor Performance Assessment Reporting System (CPARS) the contractor shall provide the following documents: Cost and Schedule Milestone Plan (CDRL A005) submitted 10 days after Task Order award (shall apply to funding placed against task order at time of award) and award of all following funding increments, as required. Contractor CPARS Draft Approval Document (CDAD) Report (CDRL A006) submitted monthly.

#### 5.0 DOCUMENTATION AND DELIVERABLES

#### 5.1 CONTRACT DATA REQUIREMENT LISTINGS (CDRLs)

The following CDRL listing identifies the data item deliverables required under this contract and the applicable section of the PWS for which they are required. Section J includes the DD Form 1423s that itemize each Contract Data Requirements List (CDRL) required under the Task Order. The contractor shall establish a practical and cost-effective system for developing and tracking the required CDRLs generated.

CDRL #	Description	PWS
		Reference Paragraph
A001	Task Order/Contract Status Reports	3.7.3.1.1, 3.7.2.1
A002	Task Order Closeout Reports	3.7.3.1.2
A003	Trip Report	3.7.2.1, 7.2
A004	Technical Manuals and Curricula	3.3.7, 3.7.2.1
A005	Cost and Schedule Milestone Plan	4.4
A006	Contractor CPARS Draft Approval Document (CDAD)	4.4
A007	Monthly Status Reports	3.2.8, 3.7.2.1
A008	Meeting Minutes	3.7.2.1
A009	Funds Expenditure Report	3.3.2
A010	Engineering Drawings	3.3.7

#### 5.2 ELECTRONIC FORMAT

At a minimum, the deliverables shall be provided electronically by email; hard copies are only required if requested

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by the government. To ensure information compatibility, the contractor shall guarantee all deliverables (i.e., CDRLs), data, correspondence, and etc., are provided in a format approved by the receiving government representative. All data shall be provided in an editable format compatible with SSC ATLANTIC corporate standard software configuration as specified below. Contractor shall conform to SSC ATLANTIC corporate standards within 30 days of contract award unless otherwise specified. *The initial or future upgrades costs of the listed computer programs are not chargeable as a direct cost to the government.*

	<b>Deliverable</b>	<b>Software to be used</b>
a.	Word Processing	Microsoft Word
b.	Technical Publishing	PageMaker/Interleaf/SGML/ MSPublisher
c.	Spreadsheet/Graphics	Microsoft Excel
d.	Presentations	Microsoft PowerPoint
e.	2-D Drawings/ Graphics/Schematics (new data products)	Vector (CGM/SVG)
f.	2-D Drawings/ Graphics/Schematics (existing data products)	Raster (CALs Type I, TIFF/BMP, JPEG, PNG)
g.	Scheduling	Microsoft Project
h.	Computer Aid Design (CAD) Drawings	AutoCAD/Visio
i.	Geographic Information System (GIS)	ArcInfo/ArcView

### 5.3 INFORMATION SYSTEM

#### 5.3.1 Electronic Communication

The contractor shall have broadband Internet connectivity and an industry standard email system for communication with the government. The contractor shall be capable of Public Key Infrastructure client side authentication to DOD private web servers. Unless otherwise specified, all key personnel on contract shall be accessible by email through individual accounts during all working hours.

#### 5.3.2 Information Security

The contractor shall provide adequate security for all unclassified DoD information passing through non-DoD information system including all subcontractor information systems utilized on contract. Unclassified DoD information shall only be disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples of such information include the following: non-public information provided to the contractor, information developed during the course of the contract, and privileged contract information (e.g., program schedules, contract-related tracking).

##### 5.3.2.1 Safeguards

The contractor shall protect government information and shall provide compliance documentation validating they are meeting this requirement. The contractor and all utilized subcontractors shall abide by the following safeguards:

5.3.2.1.1 Do not process DoD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.

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5.3.2.1.2 Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.

5.3.2.1.3 Sanitize media (e.g., overwrite) before external release or disposal.

5.3.2.1.4 Encrypt all information that has been identified as controlled unclassified information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as thumb drives and compact disks, using the best available encryption technology.

5.3.2.1.5 Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.

5.3.2.1.6 Transmit e-mail, text messages, and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS). Encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing files), using at least application-provided password protection level encryption.

5.3.2.1.7 Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.

5.3.2.1.8 Do not post DoD information to Web site pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to Web site pages that control access by user identification or password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies. Access control may be provided by the intranet (vice the Web site itself or the application it hosts).

5.3.2.1.9 Provide protection against computer network intrusions and data exfiltration, minimally including the following:

(1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.

(2) Monitoring and control of inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.

(3) Prompt application of security-relevant software patches, service packs, and hot fixes.

5.3.2.1.10 As applicable, comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information, export controlled).

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5.3.2.1.11 Report loss or unauthorized disclosure of information in accordance with contract or agreement requirements and mechanisms.

#### 5.3.2.2 Compliance

The contractor shall include in their quality processes procedures that are compliant with information security requirements.

### 6.0 SECURITY

#### 6.1 ORGANIZATION

In addition to meeting the security requirements in contract clause C-313, the contractor shall have an operational security program in strict compliance with the National Industrial Security Program Operating Manual (DoD 5220.22-M) and SSC Atlantic security directives at time of award. Clearance is required to access and handle classified and personal personnel material, attend program meetings, and/or work within restricted areas unescorted.

#### 6.2 FACILITY CLEARANCE

The contractor shall have at the time of Contract Award and prior to commencement of classified work, a SECRET facility clearance.

#### 6.3 PERSONNEL

The Contractor shall conform to the provisions of DOD 5220.22M, SECNAVINST 5510.30, and the Privacy Act of 1974. The Contractor shall employ personnel that possess and can maintain appropriate security clearances at the appropriate level(s). At a minimum, the contractor shall validate that the background information provided by their employees is correct. *Cost to meet these security requirements is not directly chargeable to task order.*

Some of the personnel performing work associated with this task order shall possess a SECRET clearance.

##### 6.3.1 Control of Contractor Personnel

6.3.1.1 Site Security. The contractor shall comply with site security regulations. All persons engaged in work while on Government property shall be subject to inspection of their vehicles at any time by the Government, and shall report any known or suspected security violations to the Security Department at that location. Contractor Personnel located within government spaces shall be subject to identification requirements specified under local clause H-355 (Contractor Identification).

6.3.1.2 Accessing IT Systems. If contractor personnel require access to any Navy IT system or resource at SSC Atlantic (directly or indirectly), the contractor personnel assigned to the contract shall be required to obtain a

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Common Access Card (CAC) with Public Key Infrastructure (PKI) for access to Department of Defense facilities and websites. In addition, a hardware solution and software (e.g., ActiveGold) is required to securely read the card via a personal computer. Prior to receipt of a CAC, all contractor personnel shall be required to complete the mandatory annual IA training and submit a signed System Authorization Access Request Navy (SAAR-N) form to the contract's specified Contracting Officer's Representative (COR)/Task Order Manager (TOM).

6.3.1.3 Accessing Navy Enterprise Resources Planning (ERP) Management System. Contractor personnel assigned to perform work under this contract may require access to Navy Enterprise Resource Planning (Navy ERP) System. Prior to accessing any Navy ERP System, contractor personnel shall contact the applicable Navy, Marine Corps Internet (NMCI) Assistant Customer Technical Representative (ACTR) and obtain an NMCI account. ACTRs can be found on the NMCI Homeport website at: [https://nmcicustomerreporting/CTR\\_Lookup/index.asp](https://nmcicustomerreporting/CTR_Lookup/index.asp). Once an NMCI account has been established, the contractor shall submit a request for Navy ERP access and the role required via the Contracting Officers Representative or Task Order Manager (COR/TOM) to the Competency Role Mapping POC. The COR/TOM will validate the need for access, ensure all prerequisites are completed, and with the assistance of the Role Mapping POC, identify the Computer Based Training requirements needed to perform the role assigned. Items to have been completed prior to requesting a role for Navy ERP include: Systems Authorization Access Request (SAAR-N), DD Form 2875, Oct 2007, Annual Information Assurance (IA) training certificate and SF85P.

(a) For this procedure, reference to the COR shall mean the PCO for contracts that do not have a designated COR. For directions on completing the SF85P, the contractor is instructed to consult with their company's Security Manager. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

(b) For DoD Information Assurance Awareness training, contractor shall use this site:

<http://iase.disa.mil/index2.html>. DIRECTIONS (Subject to Change): On the right side under "IA Training:" select "IA Training Available Online". On the next page select the frame with "DoD Information Assurance Awareness". When the next page comes up, select "Launch DoD Information Assurance Awareness".

### 6.3.2 IT Position Categories

In accordance to DoDD 8500.2, SECNAVINST 5510.30, and applicable to unclassified DoD information systems, a designator shall be assigned to certain individuals that indicates the level of IT access required to execute the responsibilities of the position based on the potential for an individual assigned to the position to adversely impact DoD missions or functions. As defined in DoD 5200.2-R and SECNAVINST 5510.30, the IT Position categories include:

- IT-I (Privileged)
- IT-II (Limited Privileged)
- IT-III (Non-Privileged)

Note: The term IT Position is synonymous with the older term Automated Data Processing (ADP) Position (as used in DoD 5200.2-R, Appendix 10).

Investigative requirements for each category vary, depending on the role and whether the individual is a U.S. civilian contractor or a foreign national. The Contractor PM shall assist the Government Project Manager or COR in determining the appropriate IT Position Category assignment for all contractor personnel. All required SSBI, SSBI Periodic Reinvestigation (SSBI-PR), and National Agency Check (NAC) adjudication shall be performed in accordance with DoDD 8500.2 and SECNAVINST 5510.30.

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IT Position Categories shall be determined based on the following criteria:

6.3.2.1 IT-I Level (Privileged) - Positions in which the incumbent is responsible for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning and design of a computer system, including the hardware and software; or, can access a system during the operation or maintenance in such a way, and with a relatively high risk for causing grave damage, or realize a significant personal gain. Personnel whose duties meet the criteria for IT-I Position designation require a favorably adjudicated SSBI or SSBI-PR. The SSBI or SSBI-PR shall be updated a minimum of every 5 years.

6.3.2.2 IT-II Level (Limited Privileged) - Positions in which the incumbent is responsible for the-direction, planning, design, operation, or maintenance of a computer system, and whose work is technically reviewed by a higher authority at the IT-II Position level to insure the integrity of the system. Personnel whose duties meet the criteria for an IT-II Position require a favorably adjudicated NAC.

6.3.2.3 IT-III Level (Non-privileged) - All other positions involved in computer activities. Incumbent in this position has non-privileged access to one or more DoD information systems/applications or database to which they are authorized access. Personnel whose duties meet the criteria for an IT-III Position designation require a favorably adjudicated NAC.

### 6.3.3 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 PWS in accordance with DoD 5220.22M.

### 6.3.4 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". Any information or documentation developed by the contractor under direction of the government shall not be used for other purposes without the consent of the government KO.

### 6.3.5 Visit Request

Contractor's request for visit authorization shall be submitted to the COR/TOM and in accordance with DoD Manual 5220.22M, Industrial Security Manual for Safeguarding Classified Information not later than one (1) week prior to visit. For visitation to SPAWARSYSYCENT Atlantic, Charleston, SC, a visit request shall be forwarded via Space and Naval Warfare Systems Center Atlantic, P.O. Box 190022, North Charleston, SC 29419-9022, Attn: Security Office, for certification of need to know by the specified COR/DOCOR. For visitation to all other govt. locations, COR/TOM shall be notified. Visit Request documentation shall be forwarded directly to the on-site facility's security office and via /copy shall be forwarded to the COR/TOM.

## 6.4 DATA HANDLING AND USER CONTROLS

### 6.4.1 Data Handling

At a minimum, the contractor shall handle all data received or generated under this contract as For Official Use Only (FOUO) material. Any classified information received or generated shall be handled in accordance with the attached DD Form 254 and in shall be in compliance with all applicable PWS references and to other applicable



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Government policies and procedures that include DOD/DISA/Navy/SPAWAR.

#### 6.4.2 Effective Use of Controls

The contractor shall screen all electronic deliverables or electronically provided information for malicious code using DoD approved anti-virus software prior to delivery to the Government. The contractor shall utilize appropriate controls (firewalls, password protection, encryption, digital certificates, etc) at all times to protect contract related information processed, stored or transmitted on the contractor's and Government's computers/servers to ensure confidentiality, integrity, availability, authentication and non-repudiation. This includes ensuring that provisions are in place that will safeguard all aspects of information operations pertaining to this contract in compliance with all applicable PWS references.

### 7.0 TRAVEL

7.1 The majority of the work under this contract shall be performed at Naval Station San Diego (Government Facility), Norfolk Naval Station (Government Facility), Defense Media Activity-Anacostia (Government Facility) and in Washington, DC (Contractor Facility). Travel shall be performed in accordance with local contract clause H-350. In support of various tasks, the contractor shall be prepared and required to travel, at a minimum, to the following locations:

- a. SPAWAR Systems Center Atlantic & Pacific locations
- b. Naval Station San Diego (San Diego, CA)
- c. Norfolk Naval Station (Norfolk, VA)
- d. Aboard US Naval Ships and Naval Shore Stations
- e. Contractor's Facilities
- f. Defense Media Activity-Anacostia (Washington, DC)
- g. American Forces Radio and Television Service (Alexandria, VA)
- h. Defense Media Activity (Ft. Meade, MD)
- i. Defense Media Activity (Riverside, CA)
- j. Other sites as specified by the Contracting Officer's Representative (COR)

Note: Travel specifically to Iraq or Afghanistan shall not be performed under this contract.

7.2 The contractor shall be required to travel to locations outside the Continental limits of the United States (OCONUS) both shore and afloat. In support of Hawaii and Alaska travel requirements the contractor shall submit Trip Reports (CDRL A003). Contractor employees who deploy to locations that require immunizations shall do so in accordance with Department of Defense Instruction (DoDI) 6205.4, Department of the Navy (DON), and Space and Naval Warfare Systems Center Atlantic Instruction (SPAWARSYSCENLANTINST) 12910.1.

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7.3 Work to be performed at Specified Mission Destinations, as defined in the latest SSC LANT OCONUS Deployment Guide (see reference 2.2 dd.), is subject to all relevant contract clauses, as well as the requirements set forth in the aforementioned guide. The contractor shall be able to meet all clause and guide requirements 35 days prior to travel within the applicable specified destinations. When deployment to a Specified Mission Destination is necessary, the contractor shall be responsible for processing applicable deployment packages for its personnel in accordance with the SSC LANT OCONUS Deployment Guide.

## 8.0 GOVERNMENT FACILITIES

Government facilities (i.e., office space, computer hardware/software, or lab space) will be provided to those labor categories that would otherwise adversely affect the work performance if they were not available on-site. Note: *The burdened labor rate for those contractor personnel designated as "government site" shall include overhead costs allocable to government site work, consistent with the contractor's established accounting practices.*

## 9.0 CONTRACTOR FACILITIES

The contractor is required to maintain a warehouse used for accepting, storing, and providing equipment and/or full system replacements in support of the acquisition, engineering, repair and/or replace, maintenance and life cycle support of interior communication video systems. The warehouse must be at least 4500 square feet in size and must be able to handle equipment associated with interior communication video systems, to include Shipboard Information, Training, and Entertainment (SITE), Circuit 27TV and Circuit 28TV, 6TV, Engineering Surveillance System (ESS), Master-At-Arms Surveillance Systems (MAASS), and Radio Studio System.

## 10.0 SAFETY ISSUES

The Contractor shall be responsible for ensuring the safety of all company employees, other working personnel, and Government property. The Contractor is solely responsible for compliance with the Occupational Safety and Health Act (OSHA) (Public Law 91-596) and the resulting standards, OSHA Standard 29 CFR 1910 (general), 1915 (shipboard/submarine) and 1926 (shore), and for the protection, safety and health of their employees and any subcontractors assigned to under this task order. It is the Contractor's sole responsibility to make certain that all safety requirements are met and are documented as part of their quality management system. For performance of work at government facilities, the Contractor shall adhere to local clause C-324 Occupational Safety and Health Requirements. Contractor shall immediately report any accidents involving government or contractor personnel injuries or property/equipment damage to the contracting officer and COR/TOM. Additionally, the Contractor is responsible for securing the scene and impounding evidence/wreckage until released by the contracting officer.

### 10.1 SAFETY EQUIPMENT

All personnel safety equipment required to perform work under this contract shall be provided by the Contractor and must be in satisfactory working order. Personal safety equipment shall include, but not be limited to -- hard-hats, safety shoes, safety gloves, goggles, hearing protection, non-flammable clothing for hot work personnel, gas/oxygen detectors for confined spaces, face shields, and other types of safety equipment required to assure a safe work environment and compliance with applicable federal, state and local safety regulations.

### 10.2 SAFETY TRAINING

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The Contractor shall be responsible to train all personnel that require safety training. Specifically, where Contractors are performing work at Navy shore installations, that requires entering manholes or underground services utility the Contractor shall provide a qualified person as required in 29 CFR 1910 or 29 CFR 1926 or as recommended by the National Institute for Occupational Safety and Health (NIOSH) Criteria Document for Confined Spaces. Also, when contractors are required to scale a tower, all applicable personnel shall have Secondary Fall Protection and Prevention training.

**C-313 SECURITY REQUIREMENTS (DEC 1999)**

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 2 involves access to and handling of classified material up to and including SECRET.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer Code OA1, SPAWAR Systems Center Atlantic, P.O. Box 190022, North Charleston, SC 29419-9022.

**C-315 WORKWEEK (DEC 1999)**

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWAR Systems Center Atlantic and its Detachments is Monday through Friday 0730 to 1600. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

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

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

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

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

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

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

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

(1) Routine inspection of contractor occupied work spaces.

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

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

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

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

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

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

**C-719 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001)**

(a) The Government has determined that the following exemption(s) to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194) are applicable to this procurement:

The EIT to be provided under this contract has been designated as a National Security System.

The EIT acquired by the contractor is incidental to this contract.

The EIT to be provided under this contract would require a fundamental alteration in the nature of the product or its components in order to comply with the EIT Accessibility Standards.

The EIT to be provided under this contract will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment.

Compliance with the EIT Accessibility Standards would impose an undue burden on the agency.

The EIT to be provided under this contract is purchased in accordance with FAR Subpart 13.2 prior to January 1, 2003.

(b) Notwithstanding that an exemption exists, the Contractor may furnish supplies or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

**C-720 PERFORMANCE BASED REVIEW AND ACCEPTANCE PROCEDURES**

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This is a performance based order, as defined in FAR Part 37.6. Contractor performance will be reviewed in accordance with the Quality Assurance Plan as follows:

#### QUALITY ASSURANCE PLAN

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

(2) Performance Standards:

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

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

- a. During the performance period of the task order, the COR will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
- b. Every 12 months after the effective date of the task order, the COR will prepare a Task Order Performance Evaluation (TOPE) documenting the results of the efforts performed under paragraph 3.a. above.
- c. The COR will upload the TOPE to the SeaPort Portal.

(4) Remedy

- a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the COR will submit a negative TOPE on the SeaPort Portal for the applicable Performance Standard.
- b. This is a significant negative remedy as the TOPE is a key part of the Performance Monitoring process which:
  - i. Provides input to the annual Contractor Performance Assessment Report (CPAR); and
  - ii. Determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

#### **C-324 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS (NOV 2008)**

(a) If performance of any work under this contract is required at a SPAWARSSYSCEN Pacific or SPAWARSSYSCEN Atlantic facility, the Contractor shall contact the SPAWAR Safety and Environmental Branch prior to performance of ANY work under this contract. *The purpose of contacting the Safety and Environmental Office is to obtain*

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*and become familiar with any local safety regulations or instructions and to inform the local Safety Officer of any work taking place on base. **Safety and Occupational Health personnel can not assume a regulatory role relative to oversight of the contractor safety activities and performance except in an imminent danger situation. Administrative oversight of contractors is the primary responsibility of the Contracting Officer and/or the Contracting Officer's designated representative.***

(b) Contractors are responsible for following all safety and health related State and Federal statutes and corresponding State, Federal and/or Navy regulations protecting the environment, contractor employees, and persons who live and work in and around contractor and/or federal facilities.

(c) Contractors shall monitor their employees and ensure that they are following all safety regulations particular to the work areas. Contractors shall ensure that their employees (i) wear appropriate safety equipment and clothing, (ii) are familiar with all relevant emergency procedures should an accident occur, and (iii) have access to a telephone and telephone numbers, to include emergency telephone numbers, for the SPAWARSYSCEN Pacific or SPAWARSYSCEN Atlantic facility where work is performed.

#### **5252.237-9401 PERSONNEL QUALIFICATIONS (MINIMUM) (JAN 1992)**

a. Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

b. The Government will review resumes of contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from potential employee to work will be part of the technical proposal.

c. If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

d. The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

e. Higher education (Masters / PhD degrees) above a labor category's minimum degree requirement can be credited as years of experience (1 for 1 - years of college for years of experience) as long as the higher degree is within the same required field of study as the minimum degree required.

#### **Personnel Qualifications**

#### **IMPORTANT NOTES**

1. To ensure that postsecondary education possessed by individuals meet an acceptable level of quality, educational degrees shall come from accredited institutions or programs. See [www.ed.gov](http://www.ed.gov) for more accreditation information. At a minimum, to receive credit for a Master's and Doctorate, all degrees shall come from an institution that has been regionally accredited by one of the six associations: MSA, NASC, NCA, NEASC, SACS, and WASC.

2. Bachelor's of Science (BS) or Associate's (AS) degrees in Applied Science, Computing, Engineering, and Technology shall be from an Accreditation Board for Engineering and Technology (ABET) accredited program (see [www.abet.org](http://www.abet.org)).

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3. When not specified, higher education above a labor category's minimum can be credited as years of experience as long as the higher degree is within the same required field of study as the minimum degree required. The following Educational credit applies: a MS degree equals four (4) years of experience and a PhD degree equals five (5) years of experience.

4. Technology degrees do not qualify as Engineering or Physical Science Degrees.

5. Engineering Positions require Engineering degrees or written (vs. grandfathered) State PE License.

6. SCA titles and reference numbers are in accordance with Contract Act Directory of Occupations (Fifth Edition), published in [www.dol.gov](http://www.dol.gov).

7. **FOR LOGISTICS LABOR CATEGORIES ONLY** - DAWIA Certification for Contractors – Contractor personnel that do not have government DAWIA certification courses may demonstrate an equivalency in terms of academic degrees, courses completed, and experience as that of their counterparts in the DAWIA workforce. Equivalency for the following classes must be provided as follows: Level 1 - (1) Fundamentals of Systems Acquisition Management, (2) Acquisition Logistics Fundamentals, (3) Systems Sustainment Management; Level 2 – (1) Level 1 classes, (2) Intermediate Systems Acquisition, (3) Intermediate Acquisition Logistics, (4) Performance Based Logistics; Level 3 – (1) Level 1 and 2 Classes, (2) Executive Life Cycle Logistics Management, (3) Reliability and Maintainability. Additional explanation of courses or requirements can be found at the Defense Acquisition University web site (<http://www.dau.mil/>).

8. **FOR IA/IW LABOR CATEGORIES ONLY PERFORMING WORK FOR DOD** - Contractor personnel supporting IA functions shall be certified prior to being engaged in IA related work and be in full compliance with DoD 8570.1-M and DoDD 8570.1 This includes personnel being certified/accredited at the appropriate levels of IAT I-III and IAM I-III as appropriate. This will be verified by the contracting officer who will ensure that contractor personnel are entered in to the Defense Eligibility Enrollment System (DEERS) or other appropriate database.

Contractor personnel not certified within 6 months of assignment of IA duties or who fail to maintain their certified status will not be permitted to carry out the responsibilities of the position, and shall be replaced with a contractor who does meet the minimum certification requirements as mandated above.

#### 1. **Project Manager - Key Personnel**

**Education:** BS degree in Business Management or Computer Science and Audiovisual production.

**Experience:** Ten (10) years of direct work experience with C4ISR Visual Information Systems. Eight (8) years of direct work experience, to include: Design, Development, Production, Replacement/Repair, and Test & Evaluation of Visual Information Systems. Four (4) years as manager of Shipboard Television Systems to include: Supervising Project Personnel, Scheduling Work, Writing Proposals and Preparing Bids, and Equipment and Material Logistics Control. Note: Experience may be concurrent. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

**Specific Requirements:** Experience must include providing technical analysis of shipboard related audiovisual systems, program management and contract administration. Additional experience shall include overseeing the engineering of audio visual systems, RF television distribution systems including QAM digital transmission; shipboard alteration process; and a detailed understanding of shipboard system acquisition, shipboard implementation procedures, and inventory management of COTS broadcast/video systems. Direct experience overseeing engineering support of DMA's Shipboard Information, Training and Entertainment (SITE) TV/radio systems is highly desirable. Experience must demonstrate the ability to supervise, direct, review, and otherwise coordinate efforts of similar size and scale as those listed in the PWS to include meeting new ship construction GFE equipment replacement/repair schedules, completing logistics products development and delivery, and developing long-range budget plans and ship program funding requests.

#### 2. **Logistician 3 (Senior Logistician) - Key Personnel**

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**Education:** Bachelor's degree. Professional Logistics Certification – i.e., Defense Acquisition Workforce Improvement Act (DAWIA) certified in Lifecycle [Acquisition] Logistics Level 1, or have equivalent logistics training (resume to specify all equivalent training), or possess an additional two (2) years working in direct support of defense life-cycle logistics.

**Experience:** Five (5) years of experience in defense life-cycle (acquisition) logistics support (or 8 years if not DAWIA Level 1 certified) of electronic systems, to include: logistics management, principles, practices, and processes. Four (4) years of experience in support of C4ISR systems. Demonstrated skills, to include: Analyzing Engineering/Systems Management Data, Developing Logistics Plans and Procedures, and Developing Logistics Management Plans and Guidelines. Note: Experience may be concurrent.

**Specific Requirements:** Requires a minimum of six years of experience directly related to the PWS requirements with three years of recent experience managing equipment tracking and supply support of COTS equipment for deployed ships. Additional required experience includes overseeing the development and update of web-based database programs used for tracking equipment deliveries to ships and shipboard maintenance activities. Must have knowledge of the CDMD-OA system for shipboard configuration management, and be able to manage warehouse operations and fleet support equipment processing. Must understand COTS equipment supply levels, and be able to initiate and track equipment procurements for stock replacement, with specific familiarity of broadcast, video and audio equipment.

### **3. Subject Matter Expert (SME) 1 (Shipboard Systems Specialist)**

**Education:** Technical Training in Broadcast Electronics

**Experience:** Eight (8) years of hands-on experience with Television Systems to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in Audio and Video Systems.

**Specific Requirements:** Experience must include the replacement, repair and maintenance of television systems. Provides specialized experience with equipment troubleshooting and fault isolation of complex television production and transmission equipment. Experience must include performing efforts in a shipboard environment. Experience with Navy Circuit 14TV and Circuit 27TV television distribution systems is strongly desired.

### **4. Subject Matter Expert (SME) 3**

#### **4a. Subject Matter Expert (SME) 3 (RF & Digital Distribution Engineering) - Key Personnel**

**Education:** Technical Training in Cable Television

**Experience:** Twelve (12) years of hands-on experience with Cable Television Systems to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in Audio and Video Systems.

**Specific Requirements:** Experience must include the operation and maintenance of RF and QAM cable television head-end equipment. Must understand Video-On-Demand (VOD) video server systems and interactive cable television signal processing to enable VOD operations. Must be able to troubleshoot and repair cable plant and head-end malfunctions. Required experience includes design analysis of head-end systems and recommendations for system upgrades and modifications. Performs equipment research of emerging cable television technologies, and identifies future technical performance requirements. Experience with Navy Circuit 14TV and Circuit 27TV television distribution systems is strongly desired.

#### **4b. Subject Matter Expert (SME) 3 (Control Room Operations)**

**Education:** Technical Training in Broadcast Operations

**Experience:** Twelve (12) years of hands-on experience with Television Control Room Systems to include three (3)



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of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in Audio and Video Systems.

**Specific Requirements:** Experience must include the understanding of the operation of broadcast facilities, specifically program scheduling processes, television automation systems, standing guidance on DOD programming policy and the ability to manage personnel and resources to operate a 24/7 control room with multiple channel output capability.

**4c. Subject Matter Expert (SME) 3 (Replacement/Repair and Maintenance Supervisor)**

**Education:** Technical Training in Audio/Visual Systems

**Experience:** Twelve (12) years of hands-on experience with Audio/Visual Systems to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in Audio and Video Systems.

**Specific Requirements:** Experience must include installing and maintaining broadcast electronics equipment, and coordinating such efforts in a shipboard environment. Must arrange for ship services such as welding, power tag-out, man-aloft authorizations and equipment staging and storage. Coordinates with ship's forces, SUPSHIPS and RMMCO regarding ship and compartment availability, in-briefs/out-briefs, system training, testing and acceptance. Experience with Navy SITE, Circuit 14TV, Circuit 28TV and Circuit 27TV television distribution systems is strongly desired.

**4d. Subject Matter Expert (SME) 3 (Equipment Specialist)**

**Education:** Technical Training in Supply Support

**Experience:** Twelve (12) years of hands-on experience with ships supply operations to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in ships supply operations.

**Specific Requirements:** Experience must include managing ship spare parts inventories, equipment disbursement, equipment tracking and repair processing. Validates requests for spare and replacement parts, and ensures failed components are returned following issuance of replacement. Conducts shipboard inventories and reconciles equipment lists.

**5. Subject Matter Expert (SME) 4 (Fleet Engineering Support Team Supervisor)**

**Education:** Technical Training in Electronics and Broadcast Systems.

**Experience:** Fifteen (15) years of hands-on experience with Audio and Video Systems to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in Audio and Video Systems.

**Specific Requirements:** Ability to quickly identify broadcast problems, troubleshoot and provide rapid repair or work-around is essential. Experience must include both video and audio engineering expertise, and the replacement/repair and maintenance of such systems. Experience providing system replacement/repair, equipment modifications and other technical assistance for Shipboard Television systems. Must have experience coordinating the efforts of various replacement/repair and maintenance teams working simultaneously. Must be customer oriented to effectively respond to service requests from a variety of shipboard technical personnel. Must have the ability to work with a variety of shipyards and Naval Bases to coordinate ship and pier access, shipyard support services, local trades services and equipment staging.

**6. Subject Matter Expert (SME) 5 (Digital Rights Management Engineering) - Key Personnel**

**Education:** Technical Training in broadcast electronics.

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**Experience:** Eighteen (18) years of hands-on experience with Broadcast Television and Cable Television systems to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in Digital Rights Management and video servers.

**Specific Requirements:** Experience must include the implementation of digital television playback systems with encryption and watermarking for content security. Experience must also include specifying and designing Digital Rights Management (DRM) processes and making technical judgments of suitable encryption and watermarking technology to meet specific Navy DRM requirements. Must have an understanding of Key Management processes for digital content, and be able to oversee the integration and shipboard replacement/repair of digital playback systems. Experience with evaluating video server technologies and providing recommendations for VOD server technology.

**7. Electronics Technician III (SCA 23183) (SITE Replacement/Repair and Maintenance Tech 3)**

**Education:** High School diploma or GED. Formal electronics training from: Technical School, or Class A or B military school in electronics or communications, or four (4) year electronics apprentice program. Formal electronics training, to include: Replacement/Repair Tasks, Soldering, Cable Dressing, Cable Tray, Conduit, and Making/Repairing Connectors.

**Experience:** Eight (8) years of practical experience, to include: Electronics Repair, Maintenance, Replacement/Repair and Checkout. Two (2) years of experience, to include: supervision, and shop practices. Three (3) years of practical experience, to include: electronics repair and replacement/repair, and six (6) years of experience with the electronics replacement/repair. Note: Experience may be concurrent.

**Specific Requirements:** Experience related to shipboard replacement/repair, audio/video equipment repairs, technical trouble shooting and equipment maintenance. Able to develop prototype designs and integration plans. Experience with SITE CCTV systems is desired.

**8. Drafter/CAD Operator III (SCA 30063) (Media Systems Draftsman)**

**Education:** High School diploma or GED.

**Experience:** Three (3) years of experience drafting/illustrating in the electronics field, to include: computerized drafting applications, digital imaging techniques, use of AutoCad, planning and preparing graphic presentations of complex items. Experience with DoD processes and procedures.

**Specific Requirements:** Technical knowledge and understanding of system integration, shipboard replacement/repair and implementation procedures, and familiarity with military standards and specifications is required. Experience developing field engineering modifications, equipment repair and maintenance procedures for audio and video shipboard media systems is highly desired.

**9. Warehouse Specialist (SCA 21410) (Warehouse Manager)**

**Education:** High School diploma or GED.

**Experience:** Two (2) years of warehouse experience, to include: performing inventory, staging, packing, storage and shipping of electronic equipment and related material; operating motor vehicles and material handling equipment; and utilizing a computer-based inventory and bar coding system for entry, identification and tracking of material.

**Specific Requirements:** Two years experience in warehouse operations management. Must be familiar with direct exchange process, life cycle equipment tracking, and spares replenishment of shipboard COTS equipment.

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**C-325 KEY PERSONNEL**

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

(b) The offeror agrees that during the first sixty (60) days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial sixty (60) day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

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

(d) List of Key Personnel

**NAME CONTRACT LABOR CATEGORY**

Tammi Jackson-Griffin Project Manager

Abigail Stoehr Logistician 3 (Senior Logistician)

Christopher Mercurio Subject Matter Expert (SME) 3 (RF & Digital Distribution Engineering)

William Kersey Subject Matter Expert (SME) 5 (Digital Rights Management Engineering)

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## **SECTION D PACKAGING AND MARKING**

SHIP TO INFORMATION:

See Section G - Contracting Officer's Representative

Packaging and Marking shall be in accordance with Section D of the SeaPort-e Multiple Award IDIQ contract.

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## **SECTION E INSPECTION AND ACCEPTANCE**

### **E-303 INSPECTION AND ACCEPTANCE- - DESTINATION (JAN 2002)**

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative or his duly authorized representative.

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## **SECTION F DELIVERABLES OR PERFORMANCE**

### **CLIN - DELIVERIES OR PERFORMANCE**

#### **Base Year CLINS:**

4000: 04/07/2011 - 09/24/2012

6000: 04/07/2011 - 09/24/2012

#### **Option Year CLINS:**

4001: 09/25/2012 - 09/24/2013

6001: 09/25/2012 - 09/24/2013

4002: 09/25/2013 - 09/24/2014

6002: 09/25/2013 - 09/24/2014

Services to be performed hereunder will be provided at Government and Contractor facilities in accordance with Section C, Performance Work Statement.

### **F-303 PERIODS OF PERFORMANCE**

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

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

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## SECTION G CONTRACT ADMINISTRATION DATA

The Contracting Officer's Representative (COR) is:

Ryan P Smith, 55580  
P.O. Box 1376  
Norfolk 23501, VA 23703  
ryan.p.smith@navy.mil  
757-541-6724

The SPAWAR Ombudsman for this Task Order is:

Robert Meddick  
Code: 8.8  
PO Box 190022  
North Charleston, SC 29419  
(843) 218-5115  
[robert.meddick@navy.mil](mailto:robert.meddick@navy.mil)

### G-314 TYPE OF CONTRACT (DEC 1999)

This is a Performance Based, Cost-Plus-Fixed-Fee task order.

### G-317 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2007)

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

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

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

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

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

Invoice Type	Cost Vouchers
Issued by	N65236
Admin by	Code S2101A (DCMA Baltimore)

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DCAA Auditor  
Service Approver  
Pay by

Code 06221 (DCAA Central Maryland Branch Office)  
Code S2101A (DCMA Baltimore)  
Code HQ0338 (DFAS Columbus)

**INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

Consistent with task order clause 5252.232-9206, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN). The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Contracting Officer's Representative at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

Accounting Data

SLINID	PR Number	Amount
400001	1300194729	476730.00
LLA :		
AA 1711810 82K0 252 V5E00 0 050120 2D 000000 A40000679450		
600001	1300194729	15000.00
LLA :		
AA 1711810 82K0 252 V5E00 0 050120 2D 000000 A40000679450		

BASE Funding 491730.00  
Cumulative Funding 491730.00

MOD 01

400002	1300213967	160162.03
LLA :		
AB 1791810 82K0 253 SAS05 068342 2D 000000		
Standard Number: N0002411WX03262		
ACRN: AB		
PR: 1300213967		
DOC: N0002411WX03262		
COST CODE: K0INS0000000		
NWA: 100000487897-0030		

600002	1300213967	9722.97
LLA :		
AB 1791810 82K0 253 SAS05 068342 2D 000000		
Standard Number: N0002411WX03262		
ACRN: AB		
PR: 1300213967		
DOC: N0002411WX03262		
COST CODE: K0INS0000000		
NWA: 100000487897-0030		

MOD 01 Funding 169885.00  
Cumulative Funding 661615.00

MOD 02

400003	1300237473	65000.00
LLA :		
AC 1781811 1317 253 WCWTH 0 068342 2D 000000 23181500001C		



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Standard Number: N0002411WX22283  
PR: 1300237473  
DOC: N0002411WX22283  
COST CODE: 23181500001C  
NWA: 100000580070-0020

400004 1300237473 29550.00  
LLA :  
AD 1781811 1317 253 WCWTH 0 068342 2D 000000 23181500001G  
Standard Number: N0002411WX22284  
PR: 1300237473  
DOC: N0002411WX22284  
COST CODE: 23181500001G  
NWA: 100000580070-0030

400005 1300237473 10000.00  
LLA :  
AE 1791811 1317 253 WCWTH 0 068342 2D 000000 23182500001G  
Standard Number: N0002411WX22284  
PR: 1300237473  
DOC: N0002411WX22284  
COST CODE: 23182500001G  
NWA: 100000580071-0020

400006 1300237473 100000.00  
LLA :  
AF 1791811 1317 253 WCWTH 0 068342 2D 000000 23182500002E  
Standard Number: N0002411WX22284  
PR: 1300237473  
DOC: N0002411WX22284  
COST CODE: 23182500002E  
NWA: 100000580071-0030

400007 1300237473 46550.00  
LLA :  
AG 1791811 1317 253 WCWTH 0 068342 2D 000000 23182500002G  
Standard Number: N0002411WX22284  
PR: 1300237473  
DOC: N0002411WX22284  
COST CODE: 23182500002G  
NWA:100000580071-0040

MOD 02 Funding 251100.00  
Cumulative Funding 912715.00

MOD 03

400101 1300261191 1068100.00  
LLA :  
AH 1721810 82K0 252 V5H00 0 050120 2D 000000  
Standard Number: N/A  
LABOR FOR PWS: TASKS 3.2.1, 3.2.7, 3.3.1, 3.3.2 AND 3.5.13.  
NWA/BS: BS-885412.01030403010222

400102 1300261191 24407.95  
LLA :  
AJ 1721810 82K0 252 V5H00 0 050120 2D 000000  
Standard Number: N/A  
LABOR FOR PWS: TASKS 3.2.1, 3.2.7, 3.3.1, 3.3.2 AND 3.5.13  
NWA/BS: BS-885412.0103040132

600101 1300261191 165591.10  
LLA :  
AJ 1721810 82K0 252 V5H00 0 050120 2D 000000  
Standard Number: N/A  
ODC FOR PWS: TASKS 3.2.1, 3.2.7, 3.3.1, 3.3.2 AND 3.5.13  
NWA/BS: BS-885412.0103040132

MOD 03 Funding 1258099.05  
Cumulative Funding 2170814.05

MOD 04 Funding 0.00  
Cumulative Funding 2170814.05

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

### 5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

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

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

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

### H-345 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT (JUL 1989)

Attachment 9 incorporated herein sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor.

The applicable WD for the awardee's location will be included at time of task order award.

### H-350 REIMBURSEMENT OF TRAVEL COSTS (NOV 2005)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract

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(4) Contractor's estimated cost of travel

(5) Name(s) of individual(s) traveling and;

(6) A breakdown of estimated travel and per diem charges.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

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(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

(iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from

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residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ( $18 + 18 - 14 = 22$ ).

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ( $15 + 30 + 15 - 30 = 30$ ).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ( $45 + 67 + 12 - 24 = 100$ ).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ( $35 + 50 + 25 + 10 - 70 = 50$ ).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

#### **H-355 CONTRACTOR IDENTIFICATION (DEC 1999)**

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

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

#### **H-359 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003)**

(a) Definition.

"Confidential business information," as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations,

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

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

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

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

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

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

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

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),

(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the

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contractor to the Government.

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

**ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) (RESTATED FROM BASIC CONTRACT)**

(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 during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided 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 expire after a period of three years after completion of performance of this contract.

(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, 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 recompetition 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 SeaPort/Task Order 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,

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it shall make immediate and full disclosure in writing to the SeaPort/Task Order 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 SeaPort/Task Order Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract/Task Orders 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 SeaPort/Task Order Contracting Officer, the Government may terminate this contract/task orders 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 SeaPort/Task Order's 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" 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 the basic contract or this task order.

(n) Compliance with this requirement is a material requirement of the basic contract and this task order.

## **TECHNICAL INSTRUCTIONS**

(a) Performance of work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative (COR) specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

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

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

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

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order



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

**252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)**

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including--

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

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## SECTION I CONTRACT CLAUSES

### FAR CLAUSES INCORPORATED BY REFERENCE:

52.203-13 CONTRACTOR BUSINESS ETHICS AND CONDUCT  
52.219-6 NOTICE OF SMALL BUSINESS SET-ASIDE (JUN 2003)  
52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

### FAR CLAUSES INCORPORATED BY FULL TEXT:

#### 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 months. The Contracting Officer may exercise the option by written notice to the Contractor within within thirty (30) days prior to the expiration of the contract.

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years, 11 months.

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

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

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

Employee Class	Monetary Wage -- Fringe Benefits
Electronics Technician III (SCA 23183)	WG-10
Drafter/CAD Operator III (SCA 30063)	GS-6
Warehouse Specialist (SCA 21410)	WG-5

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1: Contract Data Requirements List

Attachment 2: DD 254 Contract Security Classification Specification

Attachment 3: QASP/CDAD

Attachment 4a: Norfolk, VA Wage Determinations

Attachment 4b: San Diego, CA Wage Determinations

Attachment 4c: Washington, DC Wage Determinations