

2. AMENDMENT/MODIFICATION NO. 14	3. EFFECTIVE DATE 11-Feb-2013	4. REQUISITION/PURCHASE REQ. NO. 1300332339	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR-Systems Center Lant (CHRL) P.O. BOX 190022 North Charleston SC 29419-9022 erin.byrum@navy.mil 843-218-4877 Ext. 4877	CODE N65236	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Systems Technology Forum Ltd 150 Riverside Parkway, Ste. 309 Fredericksburg VA 22406-1094  CAGE CODE      3GWG8      FACILITY CODE		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO.  N00178-05-D-4596-V703
		10B. DATED (SEE ITEM 13)  25-Apr-2008

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3)

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)  William F Tobin, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  BY <u>/s/William F Tobin</u> (Signature of Contracting Officer)
	16C. DATE SIGNED 14-Feb-2013

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## GENERAL INFORMATION

The purpose of this modification is to deobligate \$5.70 from SLIN 400109. All other terms and conditions remain unchanged. 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 decreased from \$4,054,852.62 by \$5.70 to \$4,054,846.92.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400109	TBD	57,000.00	(5.70)	56,994.30

The total value of the order is hereby increased from \$4,139,683.21 by \$0.00 to \$4,139,683.21.

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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
1001	Base Year Labor for Shore Integration and Modernization Engineering and Capability Analysis Support (TBD)	1.0 LO	██████████	██████████	\$908,806.00
100101	ACRN AA: LABOR FOR PWS (TBD)				
100102	ACRN AB: LABOR FOR PWS (TBD)				
100103	ACRN AC: LABOR FOR PWS (TBD)				
100104	ACRN AD: LABOR FOR PWS (TBD)				
100105	ACRN AE: LABOR FOR PWS (TBD)				
100106	ACRN AF: LABOR FOR PWS (TBD)				
100107	ACRN AG: LABOR FOR PWS (TBD)				
100108	ACRN AH: LABOR FOR PWS (TBD)				

For ODC Items:

Item	Supplies/Services	Qty Unit	Est. Cost
3001	Base Year Other Direct Costs for Shore Integration and Modernization Engineering and Capability Analysis Support (TBD)	1.0 LO	\$33,054.00
300101	ACRN AB: ODC FOR CLIN 1001 (TBD)		
300102	ACRN AD: ODC FOR CLIN 1001 (TBD)		
300103	ACRN AE: ODC FOR CLIN 1001 (TBD)		

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For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4001	Option Year 1 Labor for Shore Integration and Modernization Engineering and Capability Analysis Support (TBD)	1.0	LO	██████████	██████████	\$3,128,839.06
400101	LABOR FOR PWS: ACRN BA (TBD)					
400102	LABOR FOR PWS: ACRN BB (TBD)					
400103	LABOR FOR PWS: ACRN BC (TBD)					
400104	LABOR FOR PWS: ACRN BD (TBD)					
400105	LABOR FOR PWS: ACRN BE (TBD)					
400106	LABOR FOR PWS: ACRN BF (TBD)					
400107	LABOR FOR PWS: ACRN BG (TBD)					
400108	LABOR FOR PWS: ACRN BH (TBD)					
400109	LABOR FOR PWS: ACRN BJ (TBD)					
400110	LABOR FOR PWS: ACRN BK (TBD)					
400111	LABOR FOR PWS: ACRN BL (TBD)					
400112	LABOR FOR PWS: ACRN BM (TBD)					
400113	LABOR FOR PWS: ACRN BN (TBD)					
400114	LABOR FOR PWS: ACRN BP (TBD)					
400115	LABOR FOR PWS: ACRN BQ (TBD)					
400116	LABOR FOR PWS: ACRN BR (TBD)					

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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6001 Option Year 1 1.0 LO \$68,984.15  
 Other Direct  
 Costs for Shore  
 Integration and  
 Modernization  
 Engineering and  
 Capability  
 Analysis Support  
 (TBD)

600101 ODC FOR CLIN 6001  
 (TBD)

600102 ODC FOR CLIN 6001  
 (TBD)

600103 ODC FOR CLIN 6001  
 (TBD)

600104 ODC FOR CLIN 6001  
 (TBD)

600105 ODC FOR CLIN 6001  
 (TBD)

600106 ODC FOR CLIN 6001  
 (TBD)

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))

\_\_\_\_\_

\*\*Contractor is to identify basis for fixed fee amount: \_\_\_ Prime Hours Only   x   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 ration 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.

#### 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

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to \$4,054,846.92. It is estimated that these funds will cover the cost of performance through 23 March 2010. 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 \$4,054,846.92 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

#### Base Year

CLIN	TOTAL CPF	FUNDS THIS ACTION	PREVIOUS FUNDING	TOTAL FUNDS AVAILABLE	BALANCE UNFUNDED
1001	\$908,806.00	\$0.00	\$908,806.00	\$908,806.00	\$0.00
3001	\$33,054.00	\$0.00	\$33,054.00	\$33,054.00	\$0.00

#### Ist Option Year

4001	\$3,128,839.06	\$(5.70)	\$2,969,157.26	\$3,044,002.92	\$84,836.14
6001	\$68,984.15	\$0.00	\$68,984.00	\$68,984.00	\$0.15

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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):

#### SHORE INTEGRATION AND MODERNIZATION ENGINEERING AND CAPABILITY ANALYSIS SUPPORT

##### 1.0 INTRODUCTION

In support of the Program Executive Office-Command, Control, Communications, Computers, and Intelligence (PEO C4I), Navy Shore Integration Program Office (PMW 790), the Department of the Navy, Space and Naval Warfare (SPAWAR) Systems Center Charleston is acquiring programmatic, technical, and engineering support for developing and executing technical and program strategies aligned within the objectives of the Navy Communications and Shore Modernization efforts. Within this framework are requirements for capability and requirements analysis; engineering, technical, and testing analysis of capabilities including trade studies; and comprehensive program and integration analysis for overarching shore integration strategies and roadmap.

##### 2.0 BACKGROUND

The current Navy shore Wide Area Network (WAN) Terrestrial Transport architecture comprises of a mixture of isolated Internet Protocol (IP) networks and Frequency Division Multiple Access - Time Division Multiplex (FDMA-TDM) circuitry. Deployed warfighters connect to the Navy shore for communications and network services over wideband Satellite Communications (SATCOM) links, using FDMA-TDM circuit via both military and commercial satellite constellations; including, Wideband Global SATCOM (WGS), International Marine/Maritime Satellite (INMARSAT), Commercial Wideband Satellite Program (CWSP), and Defense Satellite Communication System (DSCS). The FDMA-TDM uses static or “nailed up” point-to-point circuits and does not support the dynamic bandwidth allocation necessary for the current warfighter systems. To support this mission, Navy requires systems engineering and design; requirements analysis; and JCIDS expertise to support and document the Navy Shore and Expeditionary Integration Program Office (PMW 790) transition to achieve net-centric capabilities. The objective of this requirement is to address the Navy’s needs for an optimal shore infrastructure and tactical switching capability that supports the Navy’s transport transition to FORCENet and Net-Centric Operations and Warfare (NCOW).

##### 3.0 SCOPE

The scope of this delivery order is to provide on-going programmatic, technical, and engineering support to SPAWAR Charleston in support of PEO C4I Navy Communications and Shore Modernization efforts. Key events requiring contractor support include providing engineering product support (e.g., technical assessments, systems engineering) for the Navy Tactical Switching program and other shore modernization initiatives. This includes developing and updating technical and program documentation that will be used to develop a cohesive, integrated Navy Communications and Shore Modernization strategy. Within this framework are requirements for capability and requirements analysis; engineering, technical, and testing analysis of capabilities including trade studies; and comprehensive program and integration analysis for overarching shore integration strategies and roadmap. Execution of this task requires thorough understanding of these initiatives, interdependencies with other key Joint and Navy programs, as well as explicit understanding of the Joint Capabilities Development and Integration System (JCIDS) and the Planning, Programming, Budgeting, and Execution (PPBE) system. Close coordination with the Chief of Naval Operations (OPNAV N6F1) is required to ensure support and resource alignment with the tactical shore modernization strategy.

##### 4.0 PLACE OF PERFORMANCE

The work shall be performed at the contractor’s facilities and other government facilities within the DOD including the following locations:

- a. National Capital Region
- b. SPAWARSYSCEN Charleston, SC

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- c. SPAWARSYSCEN CHARLESTON, St. Juliens Creek, Norfolk, VA
- d. SPAWARSYSCEN SD, San Diego, CA
- e. Honolulu, HI
- f. Other sites as specified by the COR/Task Order Manager (TOM)

#### 5.0 APPLICABLE DIRECTIVES/REFERENCES

The contractor shall comply with the following directives and references listed below in performance of the PWS described in paragraph 8.0:

- a. DOD 5220.22M – Industrial Security Manual For Safeguarding Classified Information
- b. CJCSI 3170.01E, Joint Capabilities Integration and Development System (JCIDS), 11 May 2005.
- c. CJCSM 3170.01B, Operation of the Joint Capabilities Integration and Development System (JCIDS), 11 May 2005.
- d. CJCSI 6212.01D, Interoperability and Supportability of Information Technology and National Security Systems, 8 March 2006.
- e. DOD Directive 4630.5 Series, Interoperability and Supportability of Information Technology (IT) and National Security Systems (NSS).
- f. DOD Directive 4630.8 Series, Procedures for Interoperability and Supportability of Information Technology (IT) and National Security Systems (NSS).
- g. DOD Directive 5000.1 Series, The Defense Acquisition System, 12 May 2003.
- h. DOD Instruction 5000.2 Series, Operation of the Defense Acquisition System, 12 May 2003.
- i. DOD Instruction 5200.40, DOD Information Technology Security Certification and Accreditation Process (DITSCAP).
- j. DOD Directive 8500.1, Information Assurance.
- k. DOD Instruction 8500.2, Information Assurance (IA) Implementation, 2 February 2003.
- l. DOD Directive 8100.1, 19 September 2002, “Global Information Grid (GIG) Overarching Policy.
- m. DOD Instruction 8100.3, 16 January 2004, Department of Defense (DOD) Voice Networks.
- n. National Security Telecommunications and Information Systems Security Advisory Memorandum (NSTISSAM) Computer Security (COMPUSEC) #11, “Transition from the Trust Computer System Evaluation Criteria to the International Common Criteria for Information Technology Security Evaluation”, 11 March 1999.
- o. National Security Telecommunications and Information Systems Security Policy (NSTISSP) No. 11, “National Information Assurance Acquisition Policy”, January 2000.
- p. Navy Tactical Switching (TSw) Capabilities Development Document (CDD), April 2006, Serial 683-6F-06.
- q. Global Information Grid (GIG) Architecture Version 2.0, August 2003.
- r. Defense Planning Guidance (current).
- s. Joint Operating Concepts and Joint Functional Concepts.
- t. Global Information Grid (GIG) Mission Area Initial Capabilities Document (MAICD), 16 April 2004.
- u. Cryptographic Modernization MAICD, 14 April 2004.



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v. Satellite Communications, MAICD, 14 April 2004.

w. Roadmap for Cross Domain Solutions within the Navy Enterprise Version 1.0, 26 January 2004 – PEO C4I

## 6.0 SECURITY

Contractor's request for visit authorization shall be submitted in accordance with DOD 5220.22M (Industrial Security Manual for Safeguarding Classified Information) not later than one week prior to visit. Request shall be forwarded via Space and Naval Warfare Systems Center (PO Box 190022, North Charleston, SC 29419-9022) Attn: Security Office, for certification of need to know by the specified COR/Task Order Manager (TOM). All personnel performing classified tasks under this project shall be cleared to a minimum of SECRET and may be required to handle classified materiel up to and including TOP SECRET.

## 7.0 COR DESIGNATION/TASK ORDER MANAGER

The TOM/Contractor Officer's Representative (COR) for this task order is Ava Brown, phone: 757-558-5253, email: ava.brown@navy.mil. An alternate technical point of contact is Richard Cunningham, J55140RC, 843-218-5431, email Richard.j.cunningham@navy.mil.

## 8.0 PERFORMANCE REQUIREMENTS

### 8.1 PROGRAM MANAGEMENT AND TECHNICAL SUPPORT

8.1.1 Shore Modernization Roadmap and Program Synchronization. SPAWAR Charleston is responsible for all technical and support activities necessary to assist PEO C4I with the definition, development, and deployment of Tactical Switching and Shore Modernization initiatives consistent with the standards and policies set forth by the PEO and OPNAV N6F. Within this framework are requirements to implement technical capabilities that will ensure the interoperability of the Naval shore communications architecture with deployed Naval and Joint Forces. Such actions include synchronization of key Navy and Joint programs ensuring alignment, integration, and achievement of FORCENet objectives and capabilities. The contractor shall provide technical support for the design, implementation, integration, and synchronization planning of current operational and future satellite and network programs within the Navy shore communications architecture. This includes, but is not limited to programs and capabilities such as the Consolidated Afloat Networking Enterprise Services (CANES), Next Generation Enterprise Networks (NGEN), Maritime Headquarters with Maritime Operations Center (MHQ MOC), Commercial Broadband Satellite Program (CBSP), Multination Information Sharing (MNIS), Naval Expeditionary Combat Command (NECC), DISA-led Net-Enabled Command Capability (NECC), Global Information Grid Assured Information Sharing (GIG AIS), Net-Centric Enterprise Services (NCES), and Marine Corps Enterprise IT Services (MCEITS). Understanding these initiatives and programs, the contractor shall develop and provide input for PMW790 to the PEO C4I master plan and overarching strategies and roadmap. This will include the review of candidate systems architectures, program implementation plans, testing plans and results, and site integration requirements as they relate to each phase of the Tactical Switching program and shore modernization initiatives. Further, this will require providing subject matter expertise and close coordination with OPNAV N6F1 to develop and maintain support and resources for these initiatives. The contractor shall participate in authorized briefings, seminars, and planning meetings. The contractor will prepare technical inputs for presentation material (A003), drawings (A004) and technical information. The contractor shall provide the technical status (A001), trip reports (A002) and financial status of tasking (A006).

8.1.2 Technical Analysis and Liaison Support. The contractor will act as the Code 53 Shore Modernization liaison to the PEO C4I, Chief of Naval Operations (OPNAV N6F1), and other commands/agencies as directed for the synchronization, approval, and execution of these initiatives. Detailed reports of all meetings/liaison activities shall be produced. Additionally, the contractor shall review designated Tactical Switching and Shore Modernization Initiatives documents such as PPBE exhibits, presentations, and staffing documentation as required. The contractor shall provide program analysis and coordinate with Integration Product Teams (IPT) leads of various related programs to ensure adequate coordination/knowledge management for the purpose of architecture synchronization and collaboration. This will include the technical review of candidate system architectures, program implementation plans, test plans and results, site integration requirements, and integrated logistics support plans and policies, as they relate to Tactical Switching and shore modernization initiatives. The contractor shall participate in authorized briefings, seminars, and planning meetings.

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## 8.2 Joint Capabilities Integration and Development System (JCIDS) Support.

8.2.1 The contractor shall provide subject matter expertise for the development of JCIDS compliant analysis and documentation. This will include support and providing input to existing program documentation as well as performing capability-based assessment and costing approaches for the evaluation of new shore modernization initiatives and how they relate to overarching PEO C4I objectives. The contractor shall assist in the development, review, portfolio analysis, and coordination of Navy and Joint programs across the Joint Net-Centric Operations (JNO) Portfolio as it relates to the PEO C4I and shore modernization initiatives. The contract shall assist in the preparation and development of technical inputs for presentation material (A003), technical information (A005), and Tactical Switching or other shore modernization documentation such as capability documentation (e.g., Initial Capability Documents, Capability Development, and Production Documents, etc.). The contractor shall provide subject matter expertise to the development and staffing of required capability documentation through the Navy and Joint capability staffing processes within the National Capital Region. This will include technical support for the development of required staffing packages and senior leader presentations. This will require providing subject matter expertise during presentations and staffing of materials with senior and executive leadership at PMW790 and OPNAV N6. As required, the contractor shall support Navy and Joint capability boards such as the Navy Requirements and Resources Review Board (R3B) as well as the Net-Centric Functional Capabilities Board (FCB), Joint Capabilities Board (JCB), and the Joint Requirements Oversight Council (JROC).

8.2.2 Shore Modernization Next Generation Analyses. The contractor shall provide Navy communications and networking architecture, programs, technical, and operational expertise to support data collection, technical inputs, and coordination of Navy shore communications next generation analyses and studies. This will include trade and analysis of alternatives (AoA) studies.

8.2.3 DOD Architecture Framework Product (DODAF) Development. The contractor shall provide technical support to SSC Charleston for the development and/or update of Tactical Switching and shore modernization architecture products required to support the Network Ready Key Performance Parameter (NR KPP) for various components of the Navy shore communications architecture. Products will be developed in accordance with CJCSI 3170.01 series instructions and manuals and documented in an approved DODAF software database product.

8.2.4 Capabilities/Integrated Product Team Support. The contractor shall support various SSC, PEO C4I, NNWC, OPNAV, and Joint program working groups consisting of Service, Agency, and Combatant Command (COCOM) representation and other organizations/allies as directed. The contractor shall utilize these forums to explore, vet, and document capabilities and requirements. Outputs through this forum will be documentation in the Tactical Switching and other shore modernization capability documentation.

8.2.5 Financial Management. The contractor shall provide financial analysis support by attending internal program reviews, A-11 budget review meetings, Tri-annual reviews, fiscal year carryover status meetings, and PEO program reviews. The contractor shall have in-depth knowledge and access to the following applications: BSA, PMACS, MERLIN, SPIDER, and iRAPS. The contractor shall be familiar with developing WSA packages. The contractor shall assist SSC Charleston PE's in developing and processing ITPS sheets, spend plans, and financial data call reports (A006) to include benchmarks, and achievement to date reports. The contractor must have the ability to initiate, process, and submit incoming and outgoing funding documents to include the set up and tracking of all job order numbers.

## 9.0 GOVERNMENT FURNISHED INFORMATION

N/A

## 10.0 GOVERNMENT FURNISHED MATERIAL

GFM shall be provided as required periodically by task requirements. Government will provide access to information and facilities as required to complete this task. Should such information be unavailable and is deemed as necessary GFM by the Project Engineer (PE) and contractor, the contractor shall take appropriate actions to research and/or create the required information. All GFM shall be returned to the PE at the completion of this delivery order, or sooner if no longer applicable. GFM will be assured proper safeguarding by the contractor as specified by the PE and any affixed classifications.

## 11.0 GOVERNMENT FURNISHED EQUIPMENT

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N/A

## 12.0 CONTRACTOR FURNISHED MATERIAL

The contractor is responsible for acquiring and delivering all material required to complete all tasks described in this PWS. The contractor is responsible for the proper disposal of all removed material.

## 13.0 CONTRACTOR FURNISHED EQUIPMENT

The contractor is responsible for acquiring and delivering all equipment to complete all tasks described in this PWS. The contractor is responsible for the proper disposal of all removed equipment.

## 14.0 TRAVEL REQUIREMENTS

Local travel is required and authorized. The contractor shall ensure that the requested travel costs will not exceed what has been authorized in the task order. If performed, travel shall be in accordance with the Joint Travel Regulations (<http://www.dtic.mil/perdiem/jtr.html>). The estimated annual long distance travel requirements are as follows:

Destinations From/To	Number of Trips	Number of Days	Number of People
Nat Cap region/Charleston, SC	14	2	1
Chas SC/San Diego, CA	6	3	1
Norfolk, VA/Chas SC	6	3	1
Nat Cap Region/Norfolk Va	4	3	1
Nat Cap region/San Diego CA	4	4	1
Nat Cap region/Honolulu, HI	2	6	2

When it becomes necessary for the contractor to travel, the contractor shall submit a request, via email, to the SPAWARSCEN Charleston Task Order Manager seeking approval to travel before initiating any travel plans. All travel claims shall make reference to the e-mail, letter or phone call that granted approval. Failure to gain prior approval may result in disallowance of invoiced travel claims.

- a. Task Order Technical Reports - CDRL A001
- b. Trip Reports – CDRL A002
- c. Presentation Material: Drawings and Technical Reports – CDRL A003
- d. Presentation Material: Briefs – CDRL A004
- e. Project Reports: Financial Status Reports – CDRL A005

## 16.0 WORKLOAD ESTIMATE

The following workload data is provided for informational purposes only to assist in estimating the price of this task order.

Number of man-hours per year: 21,410

Other Direct Costs per year: \$39,500.00

## 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 Top Secret.

In addition to the requirements of the FAR 52.204-2 “Security Requirements” clause, the Contractor shall appoint a

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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 Charleston, 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 Charleston 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.

#### 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.

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(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-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
Douglas Meyer	Project Manager – Key
Todd Marx	Project Manager - Key
Lester Wallace	Engineer/Scientist 5 – Key
Mike Zeigler	Engineer/Scientist 5 - Key
Ike Ashigwu	Engineer/Scientist 5 - Key
Robert Dos Santos (NexGen Data Systems)	Computer System Analyst III –Key
Susan Zitnick (NexGen Data Systems)	Computer System Analyst III –Key
Roy Kinser (NexGen Data Systems)	Computer System Analyst III –Key
Paul Van Slett (NexGen Data Systems)	Computer System Analyst III –Key
Kelly Jones (NexGen Data Systems)	Computer System Analyst III - Key
James Hobson (NexGen Data Systems)	Computer System Analyst III - Key
Anthony Gay (NexGen Data Systems)	Computer System Analyst III - Key
David F. Ray (NexGen Data Systems)	Computer System Analyst III - Key
Peyton Schouest (NexGen Data Systems)	Computer System Analyst III - Key

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All key personnel were previously approved by the Contracting Officer's Representative and the Contracting Officer.

#### 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 persons performing under the contract, the burden of proof to sustain that the persons is qualified as prescribed herein shall be upon the contractor.

(d) The Contractor must have 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.

Labor categories may be located in any of the places listed in Section C, Statement of Work, paragraph 4. Places of Performance.

### 1. PROJECT MANAGER – KEY

**Specialized Education:** Bachelors degree in Business or Engineering Management preferable with Project Management Institute (PMI) Certification.

**Experience:** Ten (10) years technical and project experience in support of military operations, capabilities-based assessments, and business case analysis support DOD programs. Eight years (8) experience supporting DOD C4ISR programs including requirements analysis, design, and technical documentation development. Four (4) years experience in Joint Capability Integration Development System (JCIDS) analysis and capability document development, Acquisition Category (ACAT) I and III documentation support and development, Satellite Communications (SATCOM) operations and capabilities analysis, as well as organizational planning, business case analysis, and cost modeling. Knowledge of the Concept of Operations for the Navy Tactical Switching Program, including analysis and support defining the network management operations for Navy communications and interfaces to higher GIG NetOps entities. Specific knowledge of Navy Planning, Programming, Budgeting, and Execution (PPBE) process developing and defending Program Objective Memorandum (POM) submittals is required. Further knowledge and supporting Navy and Joint initiatives including Consolidated Afloat Networking Enterprise Services (CANES), Multinational Information Sharing (MNIS), Marine Corps Enterprise IT Services (MCEITS), Navy Tactical Switching, Teleport, and other SATCOM initiatives is required.

**Location-**The PM position is required to be located in the National Capitol Region.

### 2. ENGINEER/SCIENTIST 5 – KEY

**Education:** Bachelors Degree in Engineering, Physical Science, Physics, or Computer Science. Masters Degree Preferred in Information Systems

**Experience:** Fifteen (15) years of technical experience in Technology Analysis and Assessment, Design Definition, Development of Systems Specification, Systems Analysis, Systems Architecture, Systems/Equipment Integration, Test & Evaluation Criteria, and Logistics support of C4ISR requirements. Support of DOD, Joint, and Navy communications, networking, and information systems, to include: functional, operational, and technical capability

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assessments, Programmatic Support, Systems Engineering, Equipment Support and Life Cycle Support. Recognized as an expert in Military and Commercial Satellite Wideband Communication systems. Knowledge of TCP/IP based Networks Routers/Switches, Network Firewalls, Storage Area Networks (SAN), Network Attached Storage (NAS) and Large Scale DBMS applications.

**Location-**The Engineer/Scientist 5 position is required in the National Capitol Region

### 3. COMPUTER SYSTEM ANALYST III (SCA 14103) (Key)

**Education:** High School diploma or GED. Completed the following certifications within one and a half year of assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

**Experience:** Five (5) years Network Computer System experience, to include: Design, Development, Test and Evaluation, Network Protocols, LAN administration fundamentals, and UNIX and Windows based operating system. Extensive knowledge of Tactical Switching (TSw) DoD Teleport Integration Projects.

**Location-** Computer System Analyst position is required in Charleston SC.

### 4. SUBJECT MATTER EXPERT (SME) 3 –

**Education:** *Technical Training in Electronic Engineering*

**Experience:** Twelve (12) years of hands-on experience with C4ISR Systems, to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test and Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in *C4ISR programs*.

### 5. ENGINEERING TECHNICIAN III (SCA 30083)

**Education:** 2 years *C4ISR experience*,

**Experience:** Ten (10) years of practical experience with C4ISR programs. Four (4) of the ten years experience is to include: installation of such equipment, and one (1) in design, preparation and modification of engineering documents, and drawings. Four (4) years experience in *C4ISR Systems* of which 2 must have been performed within the last 3 years.

### 6. ELECTRONICS TECHNICIAN III (SCA 23183)

**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: Installation Tasks, Soldering, Cable Dress, Cable Tray, Conduit, and Making/Repairing Connectors.

**Experience:** Eight (8) years of practical experience, to include: Electronics Repair, Maintenance, Installation and Checkout. Two (2) years experience, to include: supervision, and shop practices. Three (3) years practical experience, to include: electronics repair and installation, and six (6) years with *C4ISR Systems*.

### 7. MANAGEMENT AND PROGRAM TECHNICIAN 3

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

**Experience:** Ten (10) years of direct work experience with the use of advanced information technology to develop and/or integrate complex data to include: requirements analysis; project management procedures including out year budgeting for programs involving OMN, FMS, OPN, SCN, and RDT&E monies; development of contract schedules, out year planning and POM budgets, compliance planning and program planning. Must have knowledge of DoD standards and regulations like the FAR, DFAR, OPM requirements, and other business related regulations.

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## 8. ADMINISTRATIVE ASSISTANT (SCA 01020)

**Education:** Associates Degree in Business or Computer Science

**Experience:** Four (4) years experience, to include: word processing, spreadsheet development, documenting management issues, financial analysis, data collection, report processing, brief preparation, read milestone schedules and send and receive emails. Two (2) years work experience shall be within DoD.

**OR**

**Education:** High School Diploma or GED

**Experience:** Eight (8) years experience to include: word processing, spreadsheet development, documenting management issues, financial analysis, data collection, report processing, brief preparation, read milestone schedules and send and receive emails. Two (2) years work experience shall be within DoD.

## 9. General Clerk III

Education: High School Diploma or GED

Experience: Four Years oif general experience in the clerical ar administrative area. Expereince with Microsoft Office Tools.

**OR**

Two Years (2) of specialized government or military experience in clerical or administrative functions. Expereince with Microsoft Office Tools.

## 10. Computer Operator V (SCA 14045)

Education: Hight School Diploma or GED

Expereince: Eight (8) year of progressive experience in computer systems operations. Six (6) years of pratical expereince in data entry and formatting via common productivity tools such as Microsoft Office SUite. capable of typing at a rate of forty (40) words per minute.

## 11. Engineer/Scientist 2

Education: Bachelor's Degree in Engineering, Physical Science, Physics, or Computer Science. CCNA certification desired

Experience: Three (3) years of technical experience in Technology Analysis and Assessment, Design Definition, Development of Systems Specification, Systems Analysis, Systems Architecture, Systems/Equipment Integration, Test & Evaluation Criteria, and Logistics support. Two years of technical experience in C4I projects in support of DOD, Joint, and Navy communications, networking, and information systems, to include: functional, operational, and technical capability assessments, Programmatic Support, Systems Engineering, Equipment Support and Life Cycle Support. Knowledge of TCP/IP based Networks Routers/Switches, Network Firewalls, Network Attached Storage (NAS) and Large Scale DBMS applications.

Labor categories may be located in any of the places listed in Section C, Statement of Work, paragraph 4. Places of Performance.

## C-720 PERFORMANCE BASED REVIEW AND ACCEPTANCE PROCEDURES

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:



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## QUALITY ASSURANCE PLAN

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

### (2) Performance Standards:

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

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

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

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## **SECTION D PACKAGING AND MARKING**

### **SHIP TO INFORMATION:**

See Section G - Task Order Manager

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 Task Order Manager or his duly authorized representative.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

1001	4/25/2008 - 3/23/2010
3001	4/25/2008 - 3/23/2010
4001	9/25/2008 - 3/23/2010
6001	9/25/2008 - 3/23/2010

### CLIN - DELIVERIES OR PERFORMANCE

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

1001	4/25/2008 - 3/23/2010
3001	4/25/2008 - 3/23/2010
4001	9/25/2008 - 3/23/2010
6001	9/25/2008 - 3/23/2010

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

### ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: Kristine Penninger  
Code: 2.3  
Address: PO Box 190022, N. Charleston, SC 29419  
Phone: (843) 218-5916  
Email: [kristine.penninger@navy.mil](mailto:kristine.penninger@navy.mil)

### Task Order Manager

Name: Ava Brown  
Address: Space and Naval Warfare Systems Center St. Julien's Creek Annex  
Portsmouth, VA 23702  
  
Phone: (757) 558-5253  
E-mail: [ava.brown@navy.mil](mailto:ava.brown@navy.mil)

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

This is a cost-plus-fixed-fee, performance based task order.

### G-317 INVOICING INSTRUCTIONS

(a) Invoice submission shall be in accordance with Clause H-5 of the basic contract, entitled "Submission of Invoices".

(b) The contractor shall electronically submit invoices using the Wide Area Workflow (WAWF) web site located at <https://wawf.eb.mil>. Depending on the contractor's "direct submit authority" given by Defense Contract Audit Agency (DCAA), the invoice will either be approved by DCAA or submitted directly to Defense Finance Accounting Service (DFAS) for payment.

(c) The following WAWF grid is provided to assist vendors in entering mandatory data into WAWF:

Invoice Type	Cost Vouchers
Issued by	N65236
Admin by	Code <u>S2404A</u> DCMA <u>Virginia</u>
DCAA Auditor	Code <u>HAA47B</u> (DCAA Hampton Roads Branch Office)
Service Approver	Code <u>S2404A</u> (DCMA <u>Virginia</u> )
Pay by	Code HQ0251 (DFAS <u>Columbus</u> )

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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 Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

Accounting Data

SLINID	PR Number	Amount
100101	N65236-8114-C011	25550.00
LLA :		
AA 97X4930 NH3S 000 77777 0 065236 2F 000000 B8114C011AAN		
REQ NO: N65236-8114-C011		
JON: A5LRMT8005		
COST CODE: B8114C011AAN		
100102	N65236-8114-C012	232250.00
LLA :		
AB 97X4930 NH3S 000 77777 0 065236 2F 000000 B8114C012AAN		
REQ NO: N65236-8114-C012		
JON: A5LRLP8RED		
COST CODE: B8114C012AAN		
100103	N65236-8114-C013	98000.00
LLA :		
AC 97X4930 NH3S 000 77777 0 065236 2F 000000 B8114C013AAN		
REQ NO: N65236-8114-C013		
JON: N5LLLP8021		
COST CODE: B8114C013AAN		
100104	N65236-8114-C014	78228.00
LLA :		
AD 97X4930 NH3S 000 77777 0 065236 2F 000000 B8114C014AAN		
REQ NO: N65236-8114-C014		
JON: A5LRLP8A15		
COST CODE: B8114C014AAN		
BASE Funding 434028.00		
Cumulative Funding 434028.00		
MOD 01		
100102	N65236-8114-C012	179696.00
LLA :		
AB 97X4930 NH3S 000 77777 0 065236 2F 000000 B8114C012AAN		
REQ NO: N65236-8114-C012		
JON: A5LRLP8RED		
COST CODE: B8114C012AAN		
100104	N65236-8114-C014	(10000.00)
LLA :		
AD 97X4930 NH3S 000 77777 0 065236 2F 000000 B8114C014AAN		
REQ NO: N65236-8114-C014		
JON: A5LRLP8A15		
COST CODE: B8114C014AAN		
100105	N65236-8150-C007	105200.00
LLA :		
AE 97X4930 NH3S 000 77777 0 065236 2F 000000 B8150C007AAN		
REQ NO: N65236-8150-C007		

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JON: N5LLLP8030  
COST CODE: B8150C007AAN

100106 N65236-8150-C008 29871.00  
LLA :  
AF 97X4930 NH3S 000 77777 0 065236 2F 000000 B8150C008AAN  
REQ NO: N65236-8150-C008  
JON: N5LLLP8023  
COST CODE: B8150C008AAN

100107 N65236-8150-C004 61992.00  
LLA :  
AG 97X4930 NH3S 000 77777 0 065236 2F 000000 B8150C004AAN  
REQ NO: N65236-8150-C004  
JON: N5LLLP8020  
COST CODE: B8150C004AAN

300101 N65236-8114-C012 8054.00  
LLA :  
AB 97X4930 NH3S 000 77777 0 065236 2F 000000 B8114C012AAN  
REQ NO: N65236-8114-C012  
JON: A5LRLP8RED  
COST CODE: B8114C012AAN

300102 N65236-8114-C014 10000.00  
LLA :  
AD 97X4930 NH3S 000 77777 0 065236 2F 000000 B8114C014AAN  
REQ NUMBER: N65236-8114-C014  
JON: A5LRLP8A15  
COST CODE: B8114C014AAN

300103 N65236-8150-C007 10000.00  
LLA :  
AE 97X4930 NH3S 000 77777 0 065236 2F 000000 B8150C007AAN  
REQ NUMBER: N65236-8150-C007  
JON: N5LLLP8030  
COST CODE: B8150C007AAN

MOD 01 Funding 394813.00  
Cumulative Funding 828841.00

MOD 02

100104 N65236-8114-C014 38600.00  
LLA :  
AD 97X4930 NH3S 000 77777 0 065236 2F 000000 B8114C014AAN  
REQ NO: N65236-8114-C014  
JON: A5LRLP8A15  
COST CODE: B8114C014AAN

100107 N65236-8150-C004 19419.00  
LLA :  
AG 97X4930 NH3S 000 77777 0 065236 2F 000000 B8150C004AAN  
REQ NO: N65236-8150-C004  
JON: N5LLLP8020  
COST CODE: B8150C004AAN

100108 N65236-8197-C014 50000.00  
LLA :  
AH 97X4930 NH3S 000 77777 0 065236 2F 000000 B8197C014AAN  
REQ NO: N65236-8197-C014  
JON: N34LMM8B06  
COST CODE: B8197C014AAN

300102 N65236-8114-C014 5000.00  
LLA :  
AD 97X4930 NH3S 000 77777 0 065236 2F 000000 B8114C014AAN  
REQ NUMBER: N65236-8114-C014  
JON: A5LRLP8A15  
COST CODE: B8114C014AAN

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MOD 02 Funding 113019.00  
Cumulative Funding 941860.00

MOD 03

400101 N65236-8261-C011 817533.00  
LLA :  
BA 97X4930 NH3S 000 77777 0 065236 2F 000000 B8261C011AAN  
REQ NO: N65236-8261-C011  
JON NO: A5LRMT8MTF

400102 N65236-8261-C012 416000.00  
LLA :  
BB 97X4930 NH3S 000 77777 0 065236 2F 000000 B8261C012AAN  
REQ NO: N65236-8261-C012  
JON: NT0LAM8002

400103 N65236-8114-C014 5000.00  
LLA :  
BC 97X4930 NH3S 000 77777 0 065236 2F 000000 B8114C014AAN  
REQ NO: N65236-8114-C014  
JON NO: A5LRLP8A15

400104 N65236-8261-C013 39000.00  
LLA :  
BD 97X4930 NH3S 000 77777 0 065236 2F 000000 B8261C013AAN  
REQ NO: N65236-8261-C013  
JON: A5LRMT8002

400105 N65236-8261-C018 30000.00  
LLA :  
BE 97X4930 NH3S 000 77777 0 065236 2F 000000 B8261C018AAN  
REQ NO: N65236-8261-C018  
JON: N34LMM8B01

600101 N65236-8261-C011 15946.00  
LLA :  
BA 97X4930 NH3S 000 77777 0 065236 2F 000000 B8114C011AAN  
REQ NO: N65236-8261-C011  
JON: A5LRMT8MTF

600102 N65236-8261-C012 25000.00  
LLA :  
BB 97X4930 NH3S 000 77777 0 065236 2F 000000 B8261C012AAN  
REQ NO: N65236-8261-C012  
JON: NT0LAM8002

600103 N65236-8261-C013 5000.00  
LLA :  
BD 97X4930 NH3S 000 77777 0 065236 2F 000000 B8261C013AAN  
REQ NO: N65236-8261-C013  
JON NO: A5LRMT8002

MOD 03 Funding 1353479.00  
Cumulative Funding 2295339.00

MOD 05

400106 N65236-8353-C009 230705.00  
LLA :  
BF 97X4930 NH3S 000 77777 0 065236 2F 000000 B8353C009AAN  
REQ NO: N65236-8353-C009  
JON: N5LMMP9D71

400107 N65236-8353-C010 545058.00  
LLA :  
BG 97X4930 NH3S 000 77777 0 065236 2F 000000 B8353C010AAN  
REQ NO: N65236-8353-C010  
JON: N5LMMP9D17



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400108 N65236-8353-C011 89411.00  
 LLA :  
 BH 97X4930 NH3S 000 77777 0 065236 2F 000000 B8353C011AAN  
 REQ NO: N65236-8353-C011  
 JON: N5LMMP9D68

400109 N65236-8353-C012 57000.00  
 LLA :  
 BJ 97X4930 NH3S 000 77777 0 065236 2F 000000 B8353C012AAN  
 N65236-8353-C012  
 JON: A5LRML8MOC

400110 N65236-8353-C013 141652.00  
 LLA :  
 BK 97X4930 NH3S 000 77777 0 065236 2F 000000 B8353C013AAN  
 REQ NO: N65236-8353-C013  
 JON: N5LMMP9D20

400111 N65236-8353-C014 50000.00  
 LLA :  
 BL 97X4930 NH3S 000 77777 0 065236 2F 000000 B8353C014AAN  
 REQ NO: N65236-8353-C014  
 JON: NT0LAP7YT2

600104 N65236-8353-C009 5000.00  
 LLA :  
 BF 97X4930 NH3S 000 77777 0 065236 2F 000000 B8353C009AAN  
 REQ NO: N65236-8353-C009  
 JON: N5LMMP9D71

600105 N65236-8353-C010 16038.00  
 LLA :  
 BG 97X4930 NH3S 000 77777 0 065236 2F 000000 B8353C010AAN  
 N65236-8353-C010  
 JON: N5LMMP9D17

600106 N65236-835-C011 2000.00  
 LLA :  
 BH 97X4930 NH3S 000 77777 0 065236 2F 000000 B8114C011AAN  
 REQ NO: N65236-835-C011  
 JON: N5LMMP9D68

MOD 05 Funding 1136864.00  
 Cumulative Funding 3432203.00

MOD 06

400112 N65236-9072-C015 86880.76  
 LLA :  
 BM 97X4930 NH3S 000 77777 0 065236 2F 000000 B8114C011AAN  
 REQ NO: N65236-9072-C015  
 JON: N5LMMP9D79

400113 N65236-9072-C016 321000.00  
 LLA :  
 BN 97X4930 NH3S 000 77777 0 065236 2F 000000 B9072C016AAN  
 REQ NO: N65236-9072-C016  
 JON: N5MMP9D75

MOD 06 Funding 407880.76

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Cumulative Funding 3840083.76

MOD 08

400107 N65236-8353-C010 24917.50  
 LLA :  
 BG 97X4930 NH3S 000 77777 0 065236 2F 000000 B8353C010AAN  
 REQ NO: N65236-8353-C010  
 JON: N5LMMP9D17

400114 N65236-9162-C009 15000.00  
 LLA :  
 BP 97X4930 NH3S 000 77777 0 065236 2F 000000 B9162C009AAN  
 REQ NO: N65236-9162-C009  
 JON: N5LMMP9D82

400115 N65236-9162-C010 100000.00  
 LLA :  
 BQ 97X4930 NH3S 000 77777 0 065236 2F 000000 B9162C010AAN  
 REQ NO: N65236-9162-C010  
 JON: N5LMMP9D16

MOD 08 Funding 139917.50  
 Cumulative Funding 3980001.26

MOD 10 Funding 0.00  
 Cumulative Funding 3980001.26

MOD 11

400103 N65236-8114-C014 (5000.00)  
 LLA :  
 BC 97X4930 NH3S 000 77777 0 065236 2F 000000 B8114C014AAN  
 REQ NO: N65236-8114-C014  
 JON NO: A5LRLP8A15

400108 N65236-8353-C011 74851.36  
 LLA :  
 BH 97X4930 NH3S 000 77777 0 065236 2F 000000 B8353C011AAN  
 REQ NO: N65236-8353-C011  
 JON: N5LMMP9D68

400116 N65236-9245-C103 5000.00  
 LLA :  
 BR 97X4930 NH3S 000 77777 0 065236 2F 000000 B9245C103AAN  
 REQ NO: N65236-9245-C103  
 JON: N5LLLP8060

MOD 11 Funding 74851.36  
 Cumulative Funding 4054852.62

MOD 12 Funding 0.00  
 Cumulative Funding 4054852.62

MOD 13 Funding 0.00  
 Cumulative Funding 4054852.62

MOD 14

400109 N65236-8353-C012 (5.70)  
 LLA :  
 BJ 97X4930 NH3S 000 77777 0 065236 2F 000000 B8353C012AAN  
 N65236-8353-C012  
 JON: A5LRLM8MOC

MOD 14 Funding -5.70

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Cumulative Funding 4054846.92

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 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 Task Order Manager.

### 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
- (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

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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

(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.

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(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 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).

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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, 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,

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

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

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

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

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

#### 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



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

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

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

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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 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.

#### 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.

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

(a) Definition. "Small business concern" as used in this clause, means a concern, including its affiliates, that 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.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

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## SECTION I CONTRACT CLAUSES

### FAR CLAUSES INCORPORATED BY REFERENCE:

52.219-6 NOTICE OF SMALL BUSINESS SET-ASIDE (JUN 2003)

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

52.222-41 SERVICE CONTRACT ACT (1965)

### 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 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 task order by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.

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

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

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. 5342 or 5332.

### THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits	
<u>Labor Category</u>	<u>SCA Number</u>	<u>GS/WG RATE</u>
Computer System Analyst III	SCA 14103	GS-12
Engineering Technician III	SCA 30083	GS-5
Electronics Technician III	SCA 23183	WG-10
Administrative Assistant	SCA 01020	GS-4

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1: Contract Data Requirements List

Attachment 2 - DD 254, Contract Security Classification Specification (distributed separately), Revision 01, revised 5 August 2009

Attachment 3 - Wage Determination, No. 2005-2103 rev. 4 dated 07/05/2007

Attachment 4 - Wage Determination, No. 2005-2473 Rev. 5 dated 05/29/2007