

2. AMENDMENT/MODIFICATION NO. 25	3. EFFECTIVE DATE 30-Sep-2014	4. REQUISITION/PURCHASE REQ. NO. 1300405793	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N65236	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

SPAWAR-Systems Center Lant (CHRL)  
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North Charleston SC 29419-9022  
elizabeth.norris@navy.mil 843-218-3578

DCMA Manassas  
14501 George Carter Way  
Chantilly VA 20151

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) SYSTEMS TECHNOLOGY FORUM, LIMITED 150 Riverside Parkway, Ste. 309 Fredericksburg VA 22406-1094		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO.  N00178-05-D-4596-V713
		10B. DATED (SEE ITEM 13)  28-Apr-2011
CAGE CODE 3GWG8	FACILITY CODE	

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	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 checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  Elizabeth Norris, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY /s/Elizabeth Norris (Signature of Contracting Officer)
	30-Sep-2014

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## GENERAL INFORMATION

The purpose of this modification is to realign the LOE hours... Accordingly, said Task Order is modified as follows:  
A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$7,873,089.65 by \$0.00 to \$7,873,089.65.

The total value of the order is hereby increased from \$8,700,655.37 by \$0.00 to \$8,700,655.37.

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

CLIN/SLIN                      From                      To

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	J058	MLGC Support Services (Fund Type - TBD)	1.0	LO	██████████	██████████	\$2,755,894.62
400001	J058	LABOR (Fund Type - TBD)					
400002	J058	ACRN AA: Labor for PMO (PWS) PR: 1300206098 DOC: DSSMR0N046 NWA: 1000004205310180 (Fund Type - TBD)					
400003	J058	ACRN AA: Labor for SSC (PWS) PR: 1300206098 DOC: DSSMR0N046 NWA: 1000004205310180 (Fund Type - TBD)					
400004	J058	ACRN AB: Labor for PWS PR: 1300219641 DOC: DNSMR1N090 NWA: 1000004968320010 (Fund Type - TBD)					
400005	J058	ACRN AB: ODC for PWS PR: 1300219641 DOC: DNSMR1N090 NWA: 1000004968320020 (Fund Type -TBD)					
400006	J058	ACRN AC: Labor for PWS PR: 1300233945 DOC: DNSMR1N091 COST CODE S12137 NWA: 1000004971180020 (Fund Type -TBD)					
400007	J058	ACRN AD: Labor for PWS PR: 1300233945 DOC: DNSMR1N091 COST CODE: S12137 NWA: 1000004971180010 (Fund Type -TBD)					
400008	J058	ACRN AE: Labor for PWS PR: 1300238899 JON: BS-001460.0101010131 COST CODE: A00000975212 (Fund Type - TBD)					
400009	J058	ACRN AF: Labor for PWS PR: 1300240623 (Fund Type - OTHER)					
400010	J058	ACRN AG: Labor for PWS PR: 1300241162 (Fund Type - OTHER)					
400011	J058	ACRN AH: Labor for PWS PR: 1300254089 (Fund Type - TBD)					
4100	J058	MLGC Support Services (Fund Type - TBD)	1.0	LO	██████████	██████████	\$2,838,428.59
410001	J058	(Fund Type - TBD)					
410002	J058	(Fund Type - TBD)					
410003	J058	ACRN AJ: Labor for MLGC SUPPORT DR-021000.3 (FundType - TBD)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
410004	J058	ACRN AR: Labor for MLGC SUPPORT DR-021000.3 (FundType - TBD)					
410005	J058	ACRN AJ: Labor for MLGC SUPPORT DR-021000.3 (FundType - TBD)					
410006	J058	ACRN AL: Labor for MLGC SUPPORT DR-021000.3 (FundType - TBD)					
410007	J058	ACRN AM: Labor for MLGC SUPPORT DR-021000 PR 1300273930 (Fund Type - TBD)					
410008	J058	ACRN AM: Labor for MLGC/NSSEG Support DR-022455PR 1300280784 (Fund Type - TBD)					
410009	J058	ACRN AM: Labor for MLGC Support DR-021000 1300280678 (Fund Type - TBD)					
410010	J058	ACRN: AQ PR: 1300299431 DOC#: DSSMRON191 COST CODE: S12137 NWA: 100000738605-0040(Fund Type - TBD)					
410011	J058	ACRN: AS MLGC/NSSEG SUPPORT PR: 1300311351 (Fund Type - TBD)					
4200	J058	MLGC Support Services (Fund Type - TBD)	1.0	LO			\$2,174,641.76
420001	J058	ARCN AT MUOS to Legacy Gateway Component (MLGC) Contractor Support PR 1300348675 (Fund Type - TBD)					
420002	J058	ARCN AU MUOS to Legacy Gateway Component (MLGC) Contractor Support PR1300361933 (Fund Type - OTHER)					
420003	J058	ARCN AV MUOS to Legacy Gateway Component (MLGC) Contractor Support PR1300361933 (Fund Type - OTHER)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	J058	MLGC Support Services (Fund Type - TBD)	1.0	LO	\$333,318.00
600001	J058	ODCs (Fund Type -TBD)			
600002	J058	ACRN AA: ODC for PWS PR: 1300206098 DOC: DSSMRON046 NWA: 1000004205310180 (Fund Type - TBD)			
600003	J058	ACRN AA: ODC for PWS PR: 1300206098 DOC: DSSMRON046 NWA: 1000004205310180 (Fund Type - TBD)			
600004	J058	ACRN AB: ODC for PWS PR: 1300219641 DOC: DNSMR1N090 NWA: 1000004968320020 (Fund Type -TBD)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
600005	J058	ACRN AE: ODC for PWS PR: 1300238899 JON: BS-001460.0101010131 COST CODE: A00000975212 (Fund Type - TBD)			
6100	J058	MLGC Support Services (Fund Type - TBD)	1.0	LO	\$333,318.00
610001	J058	ACRN AJ: ODC for MLGC SUPPORT DR-021000.3 PR1300251381 (Fund Type - TBD)			
610002	J058	ACRN AL: ODC for MLGC SUPPORT DR-021000.3 (FundType - TBD)			
610003	J058	ACRN AN: ODC for MLGC/NSSEG Support DR-022455PR 1300280784 (Fund Type - TBD)			
610004	J058	ACRN: AQ PR: 1300299431 DOC#: DSSMR0N191 COST CODE: S12137 NWA: 100000738605-0040(Fund Type - TBD)			
610005	J058	ACRN:AS MLGC/NSSEG SUPPORT PR 1300311351 (Fund Type - TBD)			
6200	J058	MLGC Support Services (Fund Type - TBD)	1.0	LO	\$265,054.40
620001	J058	ARCN AT MUOS to Legacy Gateway Component (MLGC) Contractor Support PR 1300348675 (Fund Type - TBD)			
620002	J058	ARCN AU MUOS to Legacy Gateway Component (MLGC) Contractor Support PR 1300361933 (Fund Type - OTHER)			

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:

LOE Realignment

CLIN		Hours From	Hours By	Hours To
V713 BY	4101	██████	●	██████
V713 OY1	4201	██████	●	██████
V713 OY2	4301	██████	██████	██████

\*\*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 zero 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.

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(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.
- (2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, performance shall not extend beyond 30 September. In no event shall the Contractor be required to provide more than 105% of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.
- (3) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.
- (4) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than 95% of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work. The total fee due the contractor shall be adjusted so as to be in direct proportion to the number of direct hours utilized in the same ratio of fee to the estimated total hours then set forth in the contract.
- (5) Nothing herein contained shall, in any way, abrogate the Contractor's responsibilities, and/or the Government's rights within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.

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

- (1) The total number of staff-hours of direct labor expended during the applicable period.
- (2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.
- (3) A breakdown of other costs incurred.
- (4) The Contractor's estimate of the total allowable cost incurred under the contract for the period.

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

- (5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.
- (6) A calculation of the appropriate fee reduction in accordance with this clause.

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

#### 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

##### CLIN 4000 & 6000

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to \$2,850,437.06. It is estimated that these funds will cover the cost of performance through 27 April 2012. Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of \$2,850,437.06 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

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CLIN 4001 & 6001

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to \$2,957,412.59. It is estimated that these funds will cover the cost of performance through 27 April 2013. Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of \$2,957,412.59 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLIN 4002 & 6002

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to \$1,234,841.00. It is estimated that these funds will cover the cost of performance through 27 April 2014. Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of \$1,234,841.00 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLIN	TOTAL CPFF	FUNDS THIS ACTION	TOTAL FUNDS AVAILABLE	BALANCE UNFUNDED
4000	\$ 2,755,894.62	\$ -	\$ 2,751,950.98	\$ 3,943.64
6000	\$ 333,318.00	\$ -	\$ 98,486.08	\$ 234,831.92
4100	\$ 2,838,428.59		\$ 2,831,478.59	\$ 6,950.00
6100	\$ 333,318.00		\$ 125,934.00	\$ 207,384.00
4200	\$2,174,641.76	\$	\$1,204,841.00	\$1,513,461.20
6200	\$265054.40	\$	\$ 30,000.00	\$301,318.00
TOTAL	\$ 9,310,579.41	\$	\$ 7,042,690.65	\$ 2,267,888.76

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### SPECIFICATIONS/STATEMENT OF WORK (DEC 1998)

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

#### 1.0 INTRODUCTION

The Department of Navy, Space and Naval Warfare Systems Center Atlantic (SSC Atlantic) is acquiring technical and analytical service support to assist in the management, engineering and coordination of: Defense Information Systems Agency (DISA) Program Executive Office (PEO) for Satellite, Teleport, and Services (STS); Emerging Technologies Program Management Office (ETPMO) that support Satellite Communications (SATCOM) capabilities.

#### 2.0 BACKGROUND

DISA PEO-STs ETPMO is the lead for the engineering and development of a translation capability between the Mobile User Objective System (MUOS) satellite and legacy Ultra High Frequency (UHF) users. This translation capability will provide the warfighter with the voice and data communications bridging between the satellite systems supporting maritime, airborne and ground mobile tactical operations. In support of DISA ETPMO, SSC Atlantic will provide systems engineering services and act as the acquisition agent for the MUOS to Legacy UHF SATCOM Gateway Component (MLGC) system capabilities. The MLGC will be incorporated into several DoD Teleport sites.

#### 3.0 SCOPE

The objective of this performance work statement (PWS) is to obtain a full range of technical and analytical services support required to assist ETPMO and SSC Atlantic in fulfilling its duties and responsibilities related to MLGC system capabilities. The contractor team will assist ETPMO and SSC Atlantic in exploring and analyzing engineering alternatives for execution of its responsibilities related to the MLGC joint acquisition category III program of record. This shall include providing program management, financial management, technical analysis, systems engineering, information assurance, integration, implementation, test, and logistics support to ETPMO and SSC Atlantic for MLGC system capabilities. This support will include technical, systems engineering and programmatic services and includes subject matter engineering expertise in UHF SATCOM to include DoD Teleport and MUOS.

#### 4.0 APPLICABLE DIRECTIVES

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

##### 4.1 REQUIRED DOCUMENTS

The following documents are part of this PWS and are mandatory for use. Unless otherwise specified, the document's effective date of issue is the date on the invitation for bid or request for proposal. Additional applicable documents may be included in specific task/delivery orders.

a.	Document Number DoD 5220.22-M	Title DoD Manual – National Industry Security Program Operating Manual (NISPOM)
b.	DoDD 5220.22	DoD Directive – National Industrial Security Program
c.	DoD 5200.2-R	DoD Regulation – Personnel Security Program
d.	DoDD 8500.1	DoD Directive – Information Assurance



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e.	Document Number DoDI 8500.2	Title DoD Instruction – Information Assurance (IA) Implementation
f.	OMB Memorandum M-05-22	Transition Planning for Internet Protocol Version (IPv6), dated 2 August 2005
g.	DoD CIO Memorandum	DoD Internet Protocol Version 6 (IPv6) Definitions, dated 26 June 2008
h.	NA	DISA, PEO-STS ETMPO, MUOS to Legacy UHF SATCOM Gateway Component (MLGC), Acquisition Strategy, v 1.0, dated 06 April 2010
i.	NA	DISA, PEO-STS ETMPO, MLGC, Acquisition Program Baseline, v 1.0, dated 07 April 2010
j.	NA	DISA, PEO-STS ETMPO, MLGC, Analysis of Alternatives, v 1.0, dated 26 March 2010
k.	NA	DISA, PEO-STS ETMPO, MLGC, Information Assurance Strategy, v 1.0, dated 06 April 2010
l.	NA	DISA, PEO-STS ETMPO, MLGC, Performance Specification, v 1.0, dated 6 April 2010
m.	SR-200-00-0002	DISA, Teleport Program Office, DoD Teleport System Specification Generation One IOC 3, IOC 4 and Generation Two, dated October 2005
n.	NA	DISA, PEO-STS ETMPO, MLGC, Program Protection Plan, v 1.0, dated 22 April 2010
o.	NA	DISA, PEO-STS ETMPO, MLGC, System Engineering Plan, v 1.0, dated 08 April 2010
p.	NA	DISA, PEO-STS ETMPO, MLGC, Test Plan, v 1.0, dated 30 April 2010
q.	NA	DISA, PEO-STS ETMPO, MLGC, Technology Readiness Assessment, v 1.0, dated 06 April 2010
r.	SECNAVINST 5510.30	DoN Regulation – Personnel Security Program

#### 4.2 GUIDANCE DOCUMENTS

The following documents are part of this PWS and are to be used as guidance. Unless otherwise specified, the document's effective date of issue is the date on the request for proposal. Additional applicable documents may be included in specific task/delivery orders.

a.	Document Number SPAWARSYSCENLANTINST 12910.1	Title Deployment of Personnel and/or Contractor Employees to Specific Mission Destinations
b.		SSC LANT OCONUS Deployment Guide (see website: <a href="https://cne.spawar.navy.mil/portal/page/portal/CNE_CORP_INFO_2/OCONUS%20Deployment%20Guide">https://cne.spawar.navy.mil/portal/page/portal/CNE_CORP_INFO_2/OCONUS%20Deployment%20Guide</a> )
c.		DoD Architecture Framework
d.	DoDI 5200.40	DoD Information Technology Security Certification and Accreditation Process  (DITSCAP)
e.	CJCSI 6250.01 series (CJCSI 6250.01C, 30 April 2007)	Satellite Communications  Joint Vision 2010, Joint Vision 2020

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	Document Number	Title
f.	DoD Directive 5000.1 series	The Defense Acquisition System, May 12, 2003
g.	DoD Instruction 5000.2 series	Operation of the Defense Acquisition System, May 12, 2003
h.		Defense Acquisition Guidebook, October 2004
i.	CJCSI 6212.01 series (CJCSI 6212.01C, 20 November 2003)	Interoperability and Supportability of Information Technology and National Security Systems
j.	CJCSI 3170.01 series (CJCSI 3170.01E, 11 May 2005)	Capabilities Integration and Development System (JCIDS)
k.	CJCSM 3170.01 series (CJCSM 3170.01B, 11 May 2005)	Operation of the Joint Capabilities Integration and Development System (JCIDS)
l.		SPAWAR CCB Handbook

#### 4.3 SOURCE OF DOCUMENTS

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

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

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

#### 5.0 PERFORMANCE REQUIREMENTS

The following paragraphs list all required support tasks that shall be required throughout the contract life. The contractor shall provide necessary resources and knowledge to support the listed tasks. Specific objectives shall be dependant on the base contract and the task order (TO) written against the base contract. The contractor shall complete all required tasks while controlling and tracking performance and goals in terms of costs, schedules, and performance.

##### 5.1 ETPMO MLGC Technical and Analytical Services Support (RDT&EDA)

The contractor shall provide onsite research, development, test and evaluation technical and analytical services support to the ETPMO Program Manager (PM). This support requires the contractor facility be located within a 50 mile radius of the National Capital Region at award and until second quarter fiscal year 2011. Upon DISA's relocation to Fort Meade, the contractor will be required to establish a facility within a 50 mile radius of the Fort Meade area. The contractor's Fort Meade facility shall be established within 12 weeks of DISA's relocation. This support includes government onsite and contractor site support. Specific tasks include:

5.1.1 Technical Services (RDT&EDA). The contractor shall provide research, development, test and evaluation technical services support. Specific activities include; analysis and development of; technical inputs, presentation material, technical information and risk management. Technical analysis includes development and/or review of candidate systems architectures, white papers, trade studies, systems design issue papers, systems engineering plans, system and segment specifications, test plans and procedures, Test and Evaluation Master Plan (TEMP), implementation plans, site integration requirements and other acquisition related documentation.

5.1.2 Engineering Services (RDT&EDA). The contractor shall provide research, development, test and evaluation

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engineering services support that include the development and/or review of systems engineering analysis, systems design, Test & Evaluation, integration and implementation support. This support shall require the contractor to work collaboratively with the SSC Atlantic MLGC engineering team. Specific research development engineering services support activities include: review and comment on MLGC software and design documentation. The contractor shall attend MLGC technical reviews. The contractor shall provide minutes within 5 working days post event for submission to the ETPMO PM. The contractor shall attend MLGC demonstrations, test events, installation, implementation, and operational assessment events. The contractor shall provide minutes within 5 working days post event for submission to the ETPMO PM. The contractor shall participate in MLGC Integrated Product Teams (IP) organization. System security engineering analysis related to the integration and implementation of the MLGC system capabilities. MLGC systems/component engineering and integration support. This support shall address selected system functions and communications components/systems to be deployed in support of the MLGC system capabilities.

5.1.3 Information Assurance (IA) Services (RDT&EDA). The contractor shall provide research, development, test and evaluation IA service support in all IA related efforts to include; attending IPTs, ensure MLGC Certification & Accreditation (C&A) and System Security Authorization Agreement (SSAA) are developed and updated in accordance with DoDI 5200.40, DoD Information Assurance Certification and Accreditation Process (DIACAP). Additionally, the contractor shall assist in the development/preparation and review for technical accuracy, all C&A reports in appropriate formats for Designated Approving Authority (DAA).

5.1.4 Configuration Management (CM) Services (RDT&EDA). The contractor shall provide research, development, test and evaluation configuration management service support which includes: MLGC CM oversight and assistance in the system Functional Configuration Audits (FCA) and site specific Physical Configuration Audits (PCS).

5.1.5 Programmatic Services (RDT&EDA). The contractor shall provide research, development, test and evaluation programmatic service support to include: technical representation at MLGC program related meetings. Specific programmatic service support activities include: attendance and participation in DISA, SSC Atlantic, Joint Interoperability Test Command (JITC), Test and Evaluation Management Center (TEMC), other DoD organizations and vendor meetings. Meeting attendance support shall include at a minimum: technical meetings, milestone related design reviews, technical reviews, IPTs, Working IPTs (WIPTs), and program management reviews. The contractor shall provide meeting minutes within 5 working days post event for submission to the ETPMO PM.

5.1.6 Financial Services (RDT&EDA). The contractor shall provide research, development, test and evaluation financial service support and assistance in the development of: annual budgets, funding documents, funding impact statements, maintenance of program financial records; including obligations and expenditures data, financial reports, program financial inputs and financial presentation material.

## 5.2 ETPMO MLGC Technical and Analytical Services Support (PDA)

The contractor shall provide onsite procurement support to the ETPMO Program Manager (PM). This support requires the contractor facility be located within a 50 mile radius of the National Capital Region at award and until second quarter fiscal year 2011. Upon DISA's relocation to Fort Meade, the contractor will be required to establish a facility within a 50 mile radius of the Fort Meade area. The contractor's Fort Meade facility shall be established within 12 weeks of DISA's relocation. This support includes government onsite and contractor site support. Specific tasks include:

5.2.1 Technical Services (PDA). The contractor shall provide procurement technical services support, analysis, production and development of procurement; technical inputs, presentation material, technical information and risk management. Technical analysis includes development and/or review of candidate systems architectures, white papers, trade studies, systems design issue papers, systems engineering plans, system and segment specifications, test plans and procedures, Test and Evaluation Master Plan (TEMP), implementation plans, site integration requirements and other acquisition related documentation.

5.2.2 Engineering Services (PDA). The contractor shall provide procurement engineering services that include the production, development and/or review of systems engineering analysis, systems design, Test & Evaluation, integration and implementation support. This support shall require the contractor to work collaboratively with the SSC Atlantic MLGC engineering team. Specific support activities include: review and comment on MLGC software and design documentation. The contractor shall attend MLGC technical reviews. The contractor shall provide

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minutes within 5 working days post event for submission to the ETPMO PM. The contractor shall attend MLGC demonstrations, test events, installation, implementation, and operational assessment events. The contractor shall provide minutes within 5 working days post event for submission to the ETPMO PM. The contractor shall participate in MLGC Integrated Product Teams (IPT) organization. System security engineering analysis related to the integration and implementation of the MLGC system capabilities. MLGC systems/component engineering and integration support. This support shall address selected system functions and communications components/systems to be deployed in support of the MLGC system capabilities.

5.2.3 Information Assurance (IA) Services (PDA). The contractor shall provide procurement IA service support in all IA related efforts to include; attending IPTs, ensure MLGC Certification & Accreditation (C&A) and System Security Authorization Agreement (SSAA) are developed and updated in accordance with DoDI 5200.40, DoD Information Assurance Certification and Accreditation Process (DIACAP). Additionally, the contractor shall assist in the development/preparation and review for technical accuracy, all C&A reports in appropriate formats for Designated Approving Authority (DAA).

5.2.4 Configuration Management (CM) Services (PDA). The contractor shall provide procurement configuration management service support which includes: MLGC CM oversight and assistance in the system Functional Configuration Audits (FCA) and site specific Physical Configuration Audits (PCS).

5.2.5 Programmatic Services (PDA). The contractor shall provide procurement programmatic service support to include: technical representation at MLGC program related meetings. Specific programmatic service support activities include: attendance and participation in DISA, SSC Atlantic, Joint Interoperability Test Command (JITC), Test and Evaluation Management Center (TEMC), other DoD organizations and vendor meetings. Meeting attendance support shall include at a minimum: technical meetings, milestone related design reviews, technical reviews, IPTs, Working IPTs (WIPTs), and program management reviews. The contractor shall provide meeting minutes within 5 working days post event for submission to the ETPMO PM.

5.2.6 Financial Services (PDA). The contractor shall provide procurement financial service support and assistance in the development of: annual budgets, funding documents, funding impact statements, maintenance of program financial records; including obligations and expenditures data, financial reports, program financial inputs and financial presentation material.

### 5.3 ETPMO MLGC Technical and Analytical Services Support (O&MDA)

The contractor shall provide onsite operations and maintenance support to the ETPMO Program Manager (PM). This support requires the contractor facility be located within a 50 mile radius of the National Capital Region at award and until second quarter fiscal year 2011. Upon DISA's relocation to Fort Meade, the contractor will be required to establish a facility within a 50 mile radius of the Fort Meade area. The contractor's Fort Meade facility shall be established within 12 weeks of DISA's relocation. This support includes government onsite and contractor site support. Specific tasks include:

5.3.1 Technical Services (O&MDA). The contractor shall provide operations and maintenance technical services support, analysis and development of; technical inputs, presentation material, technical information and risk management. Technical analysis includes development and/or review of candidate systems architectures, white papers, trade studies, systems design issue papers, systems engineering plans, system and segment specifications, test plans and procedures, Test and Evaluation Master Plan (TEMP), implementation plans, site integration requirements and other acquisition related documentation.

5.3.2 Engineering Services (O&MDA). The contractor shall provide operations and maintenance engineering services that include the development and/or review of systems engineering analysis, systems design, Test & Evaluation, integration and implementation support. This support shall require the contractor to work collaboratively with the SSC Atlantic MLGC engineering team. Specific support activities include: review and comment on MLGC software and design documentation. The contractor shall attend MLGC technical reviews. The contractor shall provide minutes within 5 working days post event for submission to the ETPMO PM. The contractor shall attend MLGC demonstrations, test events, installation, implementation, and operational assessment events. The contractor shall provide minutes within 5 working days post event for submission to the ETPMO PM. The contractor shall participate in MLGC Integrated Product Teams (IPT) organization. System security engineering analysis related to the integration and implementation of the MLGC system capabilities. MLGC

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systems/component engineering and integration support. This support shall address selected system functions and communications components/systems to be deployed in support of the MLGC system capabilities.

5.3.3 Information Assurance (IA) Services (O&MDA). The contractor shall provide operations and maintenance IA service support in all IA related efforts to include; attending IPTs, ensure MLGC Certification & Accreditation (C&A) and System Security Authorization Agreement (SSAA) are developed and updated in accordance with DoDI 5200.40, DoD Information Assurance Certification and Accreditation Process (DIACAP). Additionally, the contractor shall assist in the development/preparation and review for technical accuracy, all C&A reports in appropriate formats for Designated Approving Authority (DAA).

5.3.4 Configuration Management (CM) Services (O&MDA). The contractor shall provide operations and maintenance configuration management service support which includes: MLGC CM oversight and assistance in the system Functional Configuration Audits (FCA) and site specific Physical Configuration Audits (PCS).

5.3.5 Programmatic Services (O&MDA). The contractor shall provide operations and maintenance programmatic service support to include: technical representation at MLGC program related meetings. Specific programmatic service support activities include: attendance and participation in DISA, SSC Atlantic, Joint Interoperability Test Command (JITC), Test and Evaluation Management Center (TEMC), other DoD organizations and vendor meetings. Meeting attendance support shall include at a minimum: technical meetings, milestone related design reviews, technical reviews, IPTs, Working IPTs (WIPTs), and program management reviews. The contractor shall provide meeting minutes within 5 working days post event for submission to the ETPMO PM.

5.3.6 Financial Services (O&MDA). The contractor shall provide operations and maintenance financial service support and assistance in the development of: annual budgets, funding documents, funding impact statements, maintenance of program financial records; including obligations and expenditures data, financial reports, program financial inputs and financial presentation material.

#### 5.4 SSC Atlantic MLGC Technical and Analytical Services Support (RDT&EDA)

The contractor shall provide research, development, test and evaluation technical and analytical services support to SSC Atlantic in support of the MLGC system capabilities. Specific activities include:

5.4.1 Engineering Services (RDT&EDA). The contractor shall provide research, development, test and evaluation engineering services to SSC Atlantic MLGC team. Engineering services include: systems design, integration, testing and evaluation, integration and implementation support. Specific support activities include: Review of MLGC system hardware and software design and architecture documentation and prepare materials addressing security technical issues. Perform DIACAP integrated product integrity analysis, development of security test plans, procedures, test reports, and security assessments. Provide assistance in the review and comment of the initial system layout and system training plans for all installation sites.

5.4.2 Information Assurance Services (RDT&EDA). The contractor shall provide research, development, test and evaluation IA service support to SSC Atlantic. The contractor shall perform system security engineering analysis related to the integration and implementation of the MLGC capabilities. The contractor shall review MLGC system hardware and software design and architecture documentation and prepare materials addressing security technical issues. The contractor shall support DIACAP integrated product integrity analysis, development of security test plans, procedures, test reports, and security assessments.

5.4.3 Configuration Management Services (RDT&EDA). The contractor shall provide research, development, test and evaluation CM services to SSC Atlantic in the support of MLGC capabilities. Specific support activities include identification and documentation of the functional and physical characteristics of the MLGC, configuration change control and related documentation support. The contractor shall provide verification support to ensure MLGC system compliance with applicable configuration or other directive/governing documents. Verification support shall ensure that MLGC systems capabilities are effective and in accordance with system threshold requirements.

5.4.4 Operation Services (RDT&EDA). The contractor shall provide research, development, test and evaluation operations services support to SSC Atlantic. Specific service support activities include: developing, implementing and maintaining a detailed monthly Integrated Master Schedule (IMS), developing current and future year planning documentation, review and comment on risk management plans, provide risk assessment inputs, participating in

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Integrated Baseline Reviews, and attending various WIPTs as required.

5.4.5 Analytical Services (RDT&EDA). The contractor shall provide research, development, test and evaluation analytical services to SSC Atlantic which shall require coordination with ETPMO to ensure adequate means of resource availability to support the development, implementation and systems integration of MLGC systems capabilities. Specific support activities include: Review and comment on relevant program acquisition documentation, implementation plans and site integration requirements as they relate to MLGC system capabilities. Review and comment on appropriate financial documentation to include acquisition strategy updates, provide contract costs and schedule updates, provide spend plan inputs, and provide input to the Life Cycle Cost Estimate (LCCE).

5.4.6 Project Management Services (RDT&EDA). The contractor shall provide research, development, test and evaluation project management support to SSC Atlantic. Specific support activities include participation in authorized briefings, seminars and planning meetings. The contractor will prepare program plan inputs for internal and external program reviews. The contractor shall develop detailed reports of all meetings activities. Additionally, the contractor shall review designated MLGC related documentation for technical accuracy and provide appropriate feedback.

5.4.7 Logistics Services (RDT&EDA). The contractor shall provide research, development, test and evaluation logistics services support to SSC Atlantic. Specific service support includes: management of MLGC requirements. Support shall include coordinating MLGC logistics issues with other DoD activities, lead the MLGC IPT, participation in various WIPTs including Integrated Logistics Support (ILS) technical interchange meetings, provide internal and external program logistics inputs, brief status of logistic updates, review and comment on appropriate logistics documentation to include Joint Integrated Logistics Support Plan (JILSP), Operation and Maintenance Plan, training plans, develop/update logistics support plan for the cognizant equipment as required, provide/update users guides, provide training documentation and review training requirements.

## 5.5 SSC Atlantic MLGC Technical and Analytical Services Support (PDA)

The contractor shall provide procurement technical and analytical services support to SSC Atlantic in support of the MLGC system capabilities. Specific activities include:

5.5.1 Engineering Services (PDA). The contractor shall provide procurement engineering services to SSC Atlantic MLGC team. Engineering services include: systems design, integration, testing and evaluation, integration and implementation support. Specific support activities include: Review of MLGC system hardware and software design and architecture documentation and prepare materials addressing security technical issues. Perform DIACAP integrated product integrity analysis, development of security test plans, procedures, test reports, and security assessments. Provide assistance in the review and comment of the initial system layout and system training plans for all installation sites.

5.5.2 Information Assurance Services (PDA). The contractor shall provide procurement IA service support to SSC Atlantic. The contractor shall perform system security engineering analysis related to the integration and implementation of the MLGC capabilities. The contractor shall review MLGC system hardware and software design and architecture documentation and prepare materials addressing security technical issues. The contractor shall support DIACAP integrated product integrity analysis, development of security test plans, procedures, test reports, and security assessments.

5.5.3 Configuration Management Services (PDA). The contractor shall provide procurement CM services to SSC Atlantic in the support of MLGC capabilities. Specific support activities include identification and documentation of the functional and physical characteristics of the MLGC, configuration change control and related documentation support. The contractor shall provide verification support to ensure MLGC system compliance with applicable configuration or other directive/governing documents. Verification support shall ensure that MLGC systems capabilities are effective and in accordance with system threshold requirements.

5.5.4 Operation Services (PDA). The contractor shall provide procurement operations services support to SSC Atlantic. Specific service support activities include: developing, implementing and maintaining a detailed monthly Integrated Master Schedule (IMS), developing current and future year planning documentation, review and comment on risk management plans, provide risk assessment inputs, participating in Integrated Baseline Reviews, and attending various WIPTs as required.

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5.5.5 Analytical Services (PDA). The contractor shall provide procurement analytical services to SSC Atlantic which shall require coordination with ETPMO to ensure adequate means of resource availability to support the development, implementation and systems integration of MLGC systems capabilities. Specific support activities include: Review and comment on relevant program acquisition documentation, implementation plans and site integration requirements as they relate to MLGC system capabilities. Review and comment on appropriate financial documentation to include acquisition strategy updates, provide contract costs and schedule updates, provide spend plan inputs, and provide input to the Life Cycle Cost Estimate (LCCE).

5.5.6 Project Management Services (PDA). The contractor shall provide procurement project management service support to SSC Atlantic. Specific support activities include participation in authorized briefings, seminars and planning meetings. The contractor will prepare program plan inputs for internal and external program reviews. The contractor shall develop detailed reports of all meetings activities. Additionally, the contractor shall review designated MLGC related documentation for technical accuracy and provide appropriate feedback.

5.5.7 Logistics Services (PDA). The contractor shall provide procurement logistics services support to SSC Atlantic. Specific service support includes: management of MLGC requirements. Support shall include coordinating MLGC logistics issues with other DoD activities, lead the MLGC IPT, participation in various WIPTs including Integrated Logistics Support (ILS) technical interchange meetings, provide internal and external program logistics inputs, brief status of logistic updates, review and comment on appropriate logistics documentation to include Joint Integrated Logistics Support Plan (JILSP), Operation and Maintenance Plan, training plans, develop/update logistics support plan for the cognizant equipment as required, provide/update users guides, provide training documentation and review training requirements.

#### 5.6 SSC Atlantic MLGC Technical and Analytical Services Support (O&MDA)

The contractor shall provide operations and maintenance technical and analytical services support to SSC Atlantic in support of the MLGC system capabilities. Specific activities include:

5.6.1 Engineering Services (O&MDA). The contractor shall provide operations and maintenance engineering services to SSC Atlantic MLGC team. Engineering services include: systems design, integration, testing and evaluation, integration and implementation support. Specific support activities include: Review of MLGC system hardware and software design and architecture documentation and prepare materials addressing security technical issues. Perform DIACAP integrated product integrity analysis, development of security test plans, procedures, test reports, and security assessments. Provide assistance in the review and comment of the initial system layout and system training plans for all installation sites.

5.6.2 Information Assurance Services (O&MDA). The contractor shall provide operations and maintenance IA service support to SSC Atlantic. The contractor shall perform system security engineering analysis related to the integration and implementation of the MLGC capabilities. The contractor shall review MLGC system hardware and software design and architecture documentation and prepare materials addressing security technical issues. The contractor shall support DIACAP integrated product integrity analysis, development of security test plans, procedures, test reports, and security assessments.

5.6.3 Configuration Management Services (O&MDA). The contractor shall provide operations and maintenance CM services to SSC Atlantic in the support of MLGC capabilities. Specific support activities include identification and documentation of the functional and physical characteristics of the MLGC, configuration change control and related documentation support. The contractor shall provide verification support to ensure MLGC system compliance with applicable configuration or other directive/governing documents. Verification support shall ensure that MLGC systems capabilities are effective and in accordance with system threshold requirements.

5.6.4 Operation Services (O&MDA). The contractor shall provide operations and maintenance operations services support to SSC Atlantic. Specific service support activities include: developing, implementing and maintaining a detailed monthly Integrated Master Schedule (IMS), developing current and future year planning documentation, review and comment on risk management plans, provide risk assessment inputs, participating in Integrated Baseline Reviews, and attending various WIPTs as required.

5.6.5 Analytical Services (O&MDA). The contractor shall provide operations and maintenance analytical services to SSC Atlantic which shall require coordination with ETPMO to ensure adequate means of resource availability to support the development, implementation and systems integration of MLGC systems capabilities. Specific support

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activities include: Review and comment on relevant program acquisition documentation, implementation plans and site integration requirements as they relate to MLGC system capabilities. Review and comment on appropriate financial documentation to include acquisition strategy updates, provide contract costs and schedule updates, provide spend plan inputs, and provide input to the Life Cycle Cost Estimate (LCCE).

5.6.6 Project Management Services (O&MDA). The contractor shall provide operations and maintenance project management service support to SSC Atlantic. Specific support activities include participation in authorized briefings, seminars and planning meetings. The contractor will prepare program plan inputs for internal and external program reviews. The contractor shall develop detailed reports of all meetings activities. Additionally, the contractor shall review designated MLGC related documentation for technical accuracy and provide appropriate feedback.

5.6.7 Logistics Services (O&MDA). The contractor shall provide operations and maintenance logistics services support to SSC Atlantic. Specific service support includes: management of MLGC requirements. Support shall include coordinating MLGC logistics issues with other DoD activities, lead the MLGC IPT, participation in various WIPTs including Integrated Logistics Support (ILS) technical interchange meetings, provide internal and external program logistics inputs, brief status of logistic updates, review and comment on appropriate logistics documentation to include Joint Integrated Logistics Support Plan (JILSP), Operation and Maintenance Plan, training plans, develop/update logistics support plan for the cognizant equipment as required, provide/update users guides, provide training documentation and review training requirements.

## 6.0 DELIVERABLES

### 6.1 CONTRACT DATA REQUIREMENT LISTINGS (CDRLs)

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

CDRL #	Description	PWS Reference Paragraph
A001	Presentation Material	5.0-5.6.7
A002	Project Reports	5.0-5.6.7
A003	Scientific and Technical Report	5.0-5.6.7
A004	Cost Estimate	5.0-5.6.7
A005	Conference Minutes	5.0-5.6.7
A006	Task Order Status Reports	6.4.2.1.1
A007	Task Order Closeout Reports	6.4.2.1.2
A008	Cost and Schedule Milestone Plan	6.5.4
A009	Contractor CPARS Draft Approval Document (CDAD) Report	6.5.4

### 6.2 ELECTRONIC FORMAT

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

a.	Deliverable Word Processing	Software to be used Microsoft Word
b.	Technical Publishing	PageMaker/Interleaf/SGML/ MSPublisher



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

### 6.3 INFORMATION SYSTEM

#### 6.3.1 Electronic Communication

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

#### 6.3.2 Information Security

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

##### 6.3.2.1 Safeguards

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

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

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

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

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

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

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

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

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

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

- (1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
- (2) Monitoring and control of inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
- (3) Prompt application of security-relevant software patches, service packs, and hot fixes.

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

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

#### 6.3.2.2 Compliance

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

### 6.4 CONTRACT ADMINISTRATION

Contract Administration is typically required for all contracts; it provides the government a means for contract management and monitoring. Regardless of the level of support, the ultimate objective is ensuring the government's requirements are met on schedule and within budget.

#### 6.4.1 Contract Liaison

The contractor shall assign a technical single point of contact, also known as the Program Manager (PM) who shall work closely with the government Contracting Officer, Contracting Officer's Representative (COR), and if assigned, the Delivery Order Contracting Officer's Representative (DOCOR). Located in the contractor's facility, the PM shall be ultimately responsible for ensuring that the contractor's performance meets all government contracting requirements within cost and schedule. PM shall have the requisite authority for full control over all company resources necessary for contract performance. The PM shall have authority to approve task order proposals in emergent situations. Responsibilities shall also include the following: personnel management; management of government material and assets; and personnel and facility security. In support of open communication, the Contractor shall have, unless otherwise directed, monthly meetings with the COR and periodic reviews with the Project Engineer (PE).

#### 6.4.2 CONTRACT MONITORING AND MAINTENANCE

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

##### 6.4.2.1 Contract Administration Documentation

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

#### 6.4.2.1.1 Task Order Status Report

Task Order Status Reports (CDRL A006) shall be developed and submitted monthly and/or weekly depending on the requirements of each TO and the COR. The prime shall be responsible for collecting, integrating, and reporting all subcontractor reports.

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

1. TO Number & Title
2. period of performance
3. period of reporting
4. the Not-to-Exceed TO amount and the funds received to date balance
5. list all TO level Modifications, date of modification, sentence summary, and if applicable, list the total modification funding amount
6. list total labor hours expended (current and cumulative) per company
7. list total labor cost (current and cumulative) per company
8. list total Other Direct Costs (ODCs) expended (current and cumulative) per company
9. list total Travel expended (current and cumulative) per company
10. list total Material expended (current and cumulative) per company
11. list total Fee expended (current and cumulative) per company
12. list total TO ceiling amounts: labor hours, costs, fee, and total NTE
13. list total remaining TO ceiling amounts: labor hours, costs, fee, and total NTE
14. under a separate cover due to the sensitivity of information, list of personnel and their associated company who worked on the contract, their burdened hourly rate, and the number of labor hours billed (current and cumulatively). If applicable, IAW clause 252.239-7001, the personnel list shall specify those individuals who are IA trained and certified.
15. list of all companies that have charged to the TO, the company's charging period, and the cost, the total number of hours charged (current and cumulative)
16. Estimated total cost to complete; noting shortages or overages
17. Identification when obligated costs have exceeded 75% of the amount authorized (Note: Identifying cost overruns in the monthly status reports does not preclude a Contractor from the 75% notification requirement or for immediate notification to the government when all funds have been expended prior to work being completed on a task order.)
18. Summary of work performed (includes meeting specified milestones and action items; identification of new problems areas including technical issues, cost increases or schedules slippage; status of previously identified problems; listing of all CDRL ordered and status of deliverables; effort to be completed during next reported period

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

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

#### 6.4.2.1.2 Task Order Closeout Report

Every Task Order (TO) shall require a closeout report (CDRL A007), which is due no later than 30 days after the TO completion date. The Report shall be submitted electronically as an e-mail attachment; hard copies are required only upon request. Government compatible Microsoft Office Package software shall be used and the form shall be easy to follow. The report shall include, as a minimum, the following information:

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

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

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

## 6.5 QUALITY ASSURANCE

### 6.5.1 QUALITY ASSURANCE SYSTEM

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

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

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## 6.5.2 QUALITY MANAGEMENT PROCESS COMPLIANCE

The contractor shall have processes in place that shall coincide with the government's quality management processes. As required, the contractor shall use best industry practices including, when applicable, ISO/IEC 15288 for System life cycle processes and ISO/IEC 12207 for Software life cycle processes. The contractor shall provide technical program and project management support that will mitigate the risks to successful program execution including employment of Lean Six Sigma methodologies in compliance with SSC LANT requirements and with the SSC Engineering Process Office (EPO) Capability Maturity Model Integration (CMMI) program. As part of a team, the contractor shall support projects at SSC LANT that are currently, or in the process of, being assessed under the SSC EPO CMMI program. The contractor shall be required to utilize the processes and procedures already established for the project and the SSC EPO CMMI program and deliver products that are compliant with the aforementioned processes and procedures. Although CMMI Certification is desired, it is not required.

## 6.5.3 QUALITY CONTROL

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

## 6.5.4 QUALITY MANAGEMENT DOCUMENTATION

In support of the contract's Quality Assurance Surveillance Plan (QASP) (see attachment 7), and Contractor Performance Assessment Reporting System (CPARS) the contractor shall provide the following documents: Cost and Schedule Milestone Plan (CDRL A008) submitted 10 days after Task Order award, and Contractor CPARS Draft Approval Document (CDAD) Report (CDRL A009) submitted monthly.

## 7.0 GOVERNMENT FURNISHED PROPERTY

7.1 As defined in FAR Part 45, Government-furnished property (GFP) is property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. In accordance to FAR clause 52.245-1, the contractor, shall adhere to the requirements for the following areas: Property management, Use of Government property, Government-furnished property, Title to Government property, Contractor plans and systems, System analysis, Contractor Liability, Equitable adjustment, Contractor inventory disposal, Abandonment of Government property, and Communication. Specifically, contractors shall not take receipt or transfer custody of any government property without possessing contractual authority and having the proper paperwork; i.e., Requisition and Invoice/Shipping Document (DD1149). GFP shall be identified at task order level.

7.2 As specified in FAR Part 7.105, Government-furnished information (GFI) includes manuals, drawings, and test data that is provided to contractor for performance of a contract. Certain information (e.g., technical specifications, maps, buildings designs, schedules, etc.) shall required addition controls for access and distribution. Unless otherwise specified, all GFI distribution and inventory shall be tracked. GFI shall be identified at task order level.

7.3 Unless otherwise specified, all government property and information shall be returned to the designated government representative upon completion of contract or applicable task order. Final GFP/GFI reporting shall be included in the TO Closeout Report (CDRL A007). All contractor personnel shall be responsible for following proper GFP/GFI procedures and correcting any problems noted by the government property administrator. Non-compliance with the contract's GFP/GFI terms and conditions shall negatively affect the yearly Contractor Performance Assessment Reporting System (CPARS) rating.

## 8.0 SECURITY

### 8.1 ORGANIZATION

The contractor shall have an operational security program in strict compliance with the National Industrial Security Program Operating Manual (DoD 5220.22-M) and SSC Atlantic security directives at time of award. Clearance is

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required to access and handle classified and personal personnel material, attend program meetings, and/or work within restricted areas unescorted.

## 8.2 FACILITY CLEARANCE

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

## 8.3 PERSONNEL

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

The majority of personnel associated with this contract shall possess a SECRET clearance. Some of the individual task orders issued against this contract shall require personnel having higher clearance levels such as TOP SECRET.

### 8.3.1 Control of Contractor Personnel

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

8.3.1.2 Accessing IT Systems. If contractor personnel require access to any Navy IT system or resource at SSC Atlantic (directly or indirectly), the contractor personnel assigned to the contract shall be required to obtain a Common Access Card (CAC) with Public Key Infrastructure (PKI) for access to Department of Defense facilities and websites. In addition, a hardware solution and software (e.g., ActiveGold) is required to securely read the card via a personal computer. Prior to receipt of a CAC, all contractor personnel shall be required to complete the mandatory annual IA training and submit a signed System Authorization Access Request Navy (SAAR-N) form to the contract's specified Contracting Officer's Representative (COR).

8.3.1.3 Accessing Navy Enterprise Resources Planning (ERP) Management System. Contractor personnel shall not access the Navy Enterprise Resource Planning (Navy ERP) system.

### 8.3.2 IT Position Categories

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

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

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

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

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the following criteria:

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

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

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

### 8.3.3 Security Training

The contractor shall educate employees on the procedures for the handling and production of classified material and documents, and other security measures as described in the PWS in accordance with DoD 5220.22M.

### 8.3.4 Disclosure of Information

Contractor employees shall not discuss or disclose any information provided to them in the performance of their duties to parties other than authorized Government and contractor personnel who have a "need to know". Any information or documentation developed by the contractor under direction of the government shall not be used for other purposes without the consent of the government KO.

### 8.3.5 Visit Request

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

## 8.4 DATA HANDLING AND USER CONTROLS

### 8.4.1 Data Handling

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

### 8.4.2 Effective Use of Controls

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

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## 9.0 NAVY MARINE CORPS INTRANET (NMCI)

Not applicable.

## 10.0 BEST PRACTICES

Not applicable.

## 11.0 TECHNICAL POINT OF CONTACT

Contracting Officer Representative: Michael Moody, email: [michael.moody@navy.mil](mailto:michael.moody@navy.mil); phone: 843-218-4313.

Financial Point of Contact: Heather Pridgen, email: [Heather.pridgen@navy.mil](mailto:Heather.pridgen@navy.mil),

phone: 843-218-6732.

## 12.0 GOVERNMENT FACILITIES

As specified in each Task Order, Government facilities (i.e., office space, computer hardware/software, or lab space) will be provided to those labor categories that would otherwise adversely affect the work performance if they were not available on-site. The majority of Contractor personnel with supplied government facilities shall be located at DISA, Falls Church, VA. Other locations include DISA, Fort Meade, MD, and SSC Atlantic in Charleston, SC. Note: *The burdened labor rate for those contractor personnel designated as "government site" shall include overhead costs allocable to government site work, consistent with the contractor's established accounting practices.*

## 13.0 CONTRACTOR FACILITIES

A significant portion of Task orders issued under this contract will require close liaison with the government. The Contractor shall be prepared to establish a local facility within a thirty (30)-mile radius of SSC ATLANTIC and as specified in section 3.1.3 of this PWS. Close proximity allows for proper COR/DOCOR maintenance duties. The contractor's facility is not necessary for the exclusive use of this contract and can be utilized on a shared basis. The Contractor's facility shall meet all location and size requirements as specified 30 days after contract award. Facility space shall include offices, conference rooms, lab work, and a staging area for materials and equipment.

## 14.0 SAFETY ISSUES

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

## 15.0 TRAVEL

15.1 The majority of the work under this contract shall be performed at the contractor facility. Travel shall be performed in accordance with section H "Reimbursement of Travel Costs". In support of various tasks, the contractor shall be prepared and required to travel, at a minimum, to the following locations:

- a. Baltimore/Washington DC/Virginia Metro Area
- b. Charleston, SC
- c. Tidewater Area of VA
- d. San Diego, CA
- e. Ft. Monmouth, NJ



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- f. Northwest, VA
- g. Wahiawa, HI
- h. Colorado Springs, CO
- i. Other sites as directed

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

**ADMINISTRATIVE INSTRUCTIONS:**

**1. 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 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.

**2. 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

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period.

### **3. NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999)**

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

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

(1) Routine inspection of contractor occupied work spaces.

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

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

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

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

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

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

### **4. EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001)**

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

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

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

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

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

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

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

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

### **5. 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 Contracting Officer's Representative (COR) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term.

(2) Performance Standards:

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

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

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

(4) Remedy

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

## 6. QUALITY MANAGEMENT DOCUMENTATION

In support of the contract's Quality Assurance Surveillance Plan (QASP) (see Clause PERFORMANCE BASED REVIEW AND ACCEPTANCE PROCEDURES), and Contractor Performance Assessment Reporting System (CPARS), the contractor shall provide Contractor CPARS Draft Approval Document (CDAD) Report (CDRL A009) submitted monthly.

### 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.

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

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

d. The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified. 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.

#### NOTES:

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

MSA, NASC, NCA, NEASC, SACS, and WASC.

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

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

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

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

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

#### Personnel Qualifications

##### 1. Administrative Assistant

**Education:** Associate's 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.

##### 2. Computer Operator I

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

**Experience:** One (1) years of practical experience in data entry and formatting via common productivity tools such as the Microsoft Office Suite. Capable of typing at a rate of 40 words per minute

##### 3. Computer Operator V

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

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**Experience:** Eight (8) years of progressive experience in computer systems operations. Six (6) years of practical experience in data entry and formatting via common productivity tools such as the Microsoft Office Suite. Capable of typing at a rate of 40 words per minute

#### 4. Computer System Analyst II

**Education:** High School diploma or GED. Completed the following certifications within one and a half year after 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:** Three (3) years experience in satellite communications, Computerized System experience, to include: Test and Evaluation, Network Protocols, LAN administration fundamentals, and UNIX and Windows based operating system.

#### 5. Computer System Analyst III

**Education:** High School diploma or GED. Completed the following certifications within one and a half year after 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 experience in satellite communications, Computerized System experience, to include: Design, Development, Test and Evaluation, Network Protocols, LAN administration fundamentals, and UNIX and Windows based operating system.

#### 6. Engineer/Scientist 5 (Key)

**Education:** BS degree in degree in Electrical, Software, Systems or Industrial Engineering; Physics; or Computer Science Software Engineer only: Completed the following certifications within one and a half year after 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:** Fifteen (15) years of experience supporting DoD Satellite Communications Systems to include Teleport and MUOS, in at least one of the following functional areas: Software Engineering, Hardware Engineering, Information Technology, Information Assurance or Test & Evaluation. This experience must have included: 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.

#### 7. Junior Management Analyst

**Education:** Bachelor's degree in Business, computer science or other related field.

**Experience:** None.

#### 8. Project Manager

**Education:** Bachelor's degree in Engineering, Physical Sciences, Mathematics, Computer Science, Management Information Systems, or Business or BS is field that is related to the tasking.

**Experience:** Ten (10) years of direct work experience with satellite communications systems to include Teleport and MUOS. Eight (8) years of direct work experience, to include: Design, Development, Production, Installation, and Test & Evaluation of "Communications Systems". Four (4) years as manager of "DoD Communications Systems", to include: Supervising Project Personnel, Scheduling Work, Writing Proposals and Preparing Bids, and Equipment and Material Logistics Control. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

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### 9. Subject Matter Expert (SME) 1

**Education:** Technical Training in DoD satellite communication systems to include Teleport and MUOS.

**Experience:** Eight (8) years of hands-on experience with satellite communications, including Teleport and MUOS, to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training.

### 10. Subject Matter Expert (SME) 2

**Education:** Technical Training in DoD satellite communication systems to include Teleport and MUOS.

**Experience:** Ten (10) years of hands-on experience with satellite communications, including Teleport and MUOS, to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training.

Recognized expert who has demonstrated industry and public service leadership in DoD satellite communication systems.

### 11. Subject Matter Expert (SME) 3

**Education:** Technical Training in DoD satellite communication systems to include Teleport and MUOS.

**Experience:** Twelve (12) years of hands-on experience with the MUOS program or narrowband satellite communications, either with the satellite, terminals, or baseband, to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in commercial or DoD satellite communication systems.

### 12. Subject Matter Expert (SME) 4 (Key)

**Education:** Technical Training in DoD satellite communication systems to include Teleport and MUOS.

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

### 13. Subject Matter Expert (SME) 5 (Key)

**Education:** Technical Training in DoD satellite communication systems to include Teleport and MUOS.

**Experience:** Eighteen (18) years of hands-on experience with satellite communications, including Teleport and MUOS, to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in DoD satellite communication systems.

## 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 30 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 30 day period, all proposed substitutions must be submitted in writing, at least 15 days (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

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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
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(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued an order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

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## **SECTION D PACKAGING AND MARKING**

### **SHIP TO INFORMATION:**

See Section G - Contracting Officer Representative

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

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



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## **SECTION E INSPECTION AND ACCEPTANCE**

### **ADMINISTRATIVE INSTRUCTIONS:**

#### **1. 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:

4000	4/28/2011 - 4/27/2012
4100	4/28/2012 - 4/27/2013
4200	4/28/2013 - 4/27/2014
6000	4/28/2011 - 4/27/2012
6100	4/28/2012 - 4/27/2013
6200	4/28/2013 - 4/27/2014

### CLIN - DELIVERIES OR PERFORMANCE

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

4000	4/28/2011 - 4/27/2012
4100	4/28/2012 - 4/27/2013
4200	4/28/2013 - 4/27/2014
6000	4/28/2011 - 4/27/2012
6100	4/28/2012 - 4/27/2013
6200	4/28/2013 - 4/27/2014

## ADMINISTRATIVE INSTRUCTIONS:

### 1. PERIODS OF PERFORMANCE

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

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

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## SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative  
Michael Moody, 55230  
SSC LANT  
PO BOX 190022  
North Charleston, SC 29419-9022  
michael.moody@navy.mil  
843.218.4313

### ADMINISTRATIVE INSTRUCTIONS:

#### 1. TYPE OF CONTRACT (DEC 1999)

This is a Cost-Plus-Fixed-Fee task order.

#### 2. INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2007)

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

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

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

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

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

Invoice Type	Cost Vouchers
Issued by	N65236
Admin by	Code S2404A (DCMA Manassas)
DCAA Auditor	Code HAA47B (DCAA Hampton Roads Branch Office)
Service Approver	Code S2404A (DCMA Manassas)
Pay by	Code HQ0338 (DFAS Columbus - South Entitlements)

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

Consistent with task order clause 5252.232-9206 and 5252.232-9208, 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

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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.

ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: Robert Meddick  
Code: 8.6.2  
Address: PO Box 190022, N. Charleston, SC 29419  
Phone: (843) 218-5115  
Email: robert.meddick@navy.mil

Accounting Data

SLINID	PR Number	Amount
400001	1300203101	20000.00
LLA :		
AA 9700300 4300 P00303610K LBMA0 SS4 2575 DSSMR0N046 S12137 012137		
Standard Number: DSSMR0N046/AA		
600001	1300203101	5000.00
LLA :		
AA 9700300 4300 P00303610K LBMA0 SS4 2575 DSSMR0N046 S12137 012137		
Standard Number: DSSMR0N046/AA		

BASE Funding 25000.00  
Cumulative Funding 25000.00

MOD 01

400002	1300206098	1877498.98
LLA :		
AA 9700300 4300 P00 30361 0 K LBMA 0 SS4 25 75 DSSMR0N04 6 S12137 012137		
Standard Number: DSSMR0N046		
ACRN AA: Labor for PWS		
PR: 1300206098		
DOC: DSSMR0N046		
NWA: 100000420531 0180		

600002	1300206098	86486.08
LLA :		
AA 9700300 4300 P00 30361 0 K LBMA 0 SS4 25 75 DSSMR0N04 6 S12137 012137		
Standard Number: DSSMR0N046		
ACRN AA: ODC for PWS		
PR: 1300206098		
DOC: DSSMR0N046		
NWA: 100000420531 0180		

MOD 01 Funding 1963985.06  
Cumulative Funding 1988985.06

MOD 02

400002	1300206098	(938774.24)
LLA :		
AA 9700300 4300 P00 30361 0 K LBMA 0 SS4 25 75 DSSMR0N04 6 S12137 012137		
Standard Number: DSSMR0N046		
ACRN AA: Labor for PWS		
PR: 1300206098		
DOC: DSSMR0N046		
NWA: 100000420531 0180		

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400003 1300206098 938774.24  
 LLA :  
 AA 9700300 4300 P00 30361 0 K LBMA 0 SS4 25 75 DSSMR0N04 6 S12137 012137  
 Standard Number: DSSMR0N046  
 ACRN AA: Labor for PWS  
 PR: 1300206098  
 DOC: DSSMR0N046  
 NWA: 100000420531 0180

600002 1300206098 (47716.46)  
 LLA :  
 AA 9700300 4300 P00 30361 0 K LBMA 0 SS4 25 75 DSSMR0N04 6 S12137 012137  
 Standard Number: DSSMR0N046  
 ACRN AA: ODC for PWS  
 PR: 1300206098  
 DOC: DSSMR0N046  
 NWA: 100000420531 0180

600003 1300206098 47716.46  
 LLA :  
 AA 9700300 4300 P00 30361 0 K LBMA 0 SS4 25 75 DSSMR0N04 6 S12137 012137  
 Standard Number: DSSMR0N046  
 ACRN AA: ODC for PWS  
 PR: 1300206098  
 DOC: DSSMR0N046  
 NWA: 100000420531 0180

MOD 02 Funding 0.00  
 Cumulative Funding 1988985.06

MOD 03

400004 1300219641 384141.00  
 LLA :  
 AB 9710100 4300 P10 30361 0 K LBMS 0 NST 25 75 DNSMR1N09 0 S12137  
 Standard Number: DNSMR1N090  
 ACRN AB: Labor for PWS  
 PR: 1300219641  
 DOC: DNSMR1N090  
 NWA: 100000496832 0010

600004 1300219641 5000.00  
 LLA :  
 AB 9710100 4300 P10 30361 0 K LBMS 0 NST 25 75 DNSMR1N09 0 S12137  
 Standard Number: DNSMR1N090  
 ACRN AB: ODC for PWS  
 PR: 1300219641  
 DOC: DNSMR1N090  
 NWA: 100000496832 0020

MOD 03 Funding 389141.00  
 Cumulative Funding 2378126.06

MOD 04

400004 1300219641 (66018.50)  
 LLA :  
 AB 9710100 4300 P10 30361 0 K LBMS 0 NST 25 75 DNSMR1N09 0 S12137  
 Standard Number: DNSMR1N090  
 ACRN AB: Labor for PWS  
 PR: 1300219641  
 DOC: DNSMR1N090  
 NWA: 100000496832 0010

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400005 1300219641 66018.50  
 LLA :  
 AB 9710100 4300 P10 30361 0 K LBMS 0 NST 25 75 DNSMR1N09 0 S12137  
 Standard Number: DNSMR1N090  
 ACRN AB: ODC for PWS  
 PR: 1300219641  
 DOC: DNSMR1N090  
 NWA: 100000496832 0020

MOD 04 Funding 0.00  
 Cumulative Funding 2378126.06

MOD 05 Funding 0.00  
 Cumulative Funding 2378126.06

MOD 06

410001 1300233945 139125.00  
 LLA :  
 AC 9710400 4300 P10 30361 0 K LBMA 0 NST 25 75 DNSMR1N09 1 S12137  
 Standard Number: DNSMR1N091  
 ACRN AC: Labor for PWS  
 PR: 1300233945  
 DOC: DNSMR1N091  
 COST CODE S12137  
 NWA: 100000497118 0020

410002 1300233945 139125.00  
 LLA :  
 AD 9710400 4300 P10 30361 0 K LBMA 0 NST 25 75 DNSMR1N09 1 S12137  
 Standard Number: DNSMR1N091  
 ACRN AD: Labor for PWS  
 PR: 1300233945  
 DOC: DNSMR1N091  
 COST CODE: S12137  
 NWA: 100000497118 0010

MOD 06 Funding 278250.00  
 Cumulative Funding 2656376.06

MOD 07

400006 1300233945 139125.00  
 LLA :  
 AC 9710400 4300 P10 30361 0 K LBMA 0 NST 25 75 DNSMR1N09 1 S12137  
 Standard Number: DNSMR1N091  
 ACRN AC: Labor for PWS  
 PR: 1300233945  
 DOC: DNSMR1N091  
 COST CODE S12137  
 NWA: 100000497118 0020

400007 1300233945 139125.00  
 LLA :  
 AD 9710400 4300 P10 30361 0 K LBMA 0 NST 25 75 DNSMR1N09 1 S12137  
 Standard Number: DNSMR1N091  
 ACRN AD: Labor for PWS  
 PR: 1300233945  
 DOC: DNSMR1N091  
 COST CODE: S12137  
 NWA: 100000497118 0010

410001 1300233945 (139125.00)  
 LLA :  
 AC 9710400 4300 P10 30361 0 K LBMA 0 NST 25 75 DNSMR1N09 1 S12137  
 Standard Number: DNSMR1N091  
 ACRN AC: Labor for PWS  
 PR: 1300233945  
 DOC: DNSMR1N091  
 COST CODE S12137

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NWA: 100000497118 0020

410002 1300233945 (139125.00)  
 LLA :  
 AD 9710400 4300 P10 30361 0 K LBMA 0 NST 25 75 DNSMR1N09 1 S12137  
 Standard Number: DNSMR1N091  
 ACRN AD: Labor for PWS  
 PR: 1300233945  
 DOC: DNSMR1N091  
 COST CODE: S12137  
 NWA: 100000497118 0010

MOD 07 Funding 0.00  
 Cumulative Funding 2656376.06

MOD 08

400008 1300238899 68000.00  
 LLA :  
 AE 1721319 R7KP 255 00039 0 050120 2D 000000 A00000975212  
 Standard Number: BS-001460.0101010131  
 ACRN AE: Labor for PWS  
 PR: 1300238899  
 JON: BS-001460.0101010131  
 COST CODE: A00000975212

600005 1300238899 2000.00  
 LLA :  
 AE 1721319 R7KP 255 00039 0 050120 2D 000000 A00000975212  
 Standard Number: BS-001460.0101010131  
 ACRN AE: ODC for PWS  
 PR: 1300238899  
 JON: BS-001460.0101010131  
 COST CODE: A00000975212

MOD 08 Funding 70000.00  
 Cumulative Funding 2726376.06

MOD 09

400009 1300240623 53550.00  
 LLA :  
 AF 9720400 4300 P2030610K LBBT0 NST 2575 DNSMR2N016 S12137  
 Standard Number: DNSMR2N016/AA  
 NWA: 100000691794 0040  
 MLGC/NSSEG Support

400010 1300241162 46511.00  
 LLA :  
 AG 9710400 4300 P10303610K LBBT0 NST 2575 DNSMR1N125 S12137  
 Standard Number: DNSMR1N125/AA  
 NWA:100000687894 0020  
 MLGC/NSSEG Support

MOD 09 Funding 100061.00  
 Cumulative Funding 2826437.06

MOD 10 Funding 0.00  
 Cumulative Funding 2826437.06

MOD 11

400011 1300254089 24000.00  
 LLA :  
 AH 9700300 4300 P00303610K LBJA0 SS4 2575 DSSMR0N046 S12137  
 Standard Number: DSSMR0N046  
 NWA# 100000420531 0180

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MOD 11 Funding 24000.00  
Cumulative Funding 2850437.06

MOD 12

410003 1300251381 1124505.00  
LLA :  
AJ 9710300 4300 P10 30361 0 K LBMA 0 NST 25 75 DNSMR1N09 2 S12137  
Standard Number: DNSMR1N092  
NWA # 100000498302 0020

610001 1300251381 51865.00  
LLA :  
AJ 9710300 4300 P10 30361 0 K LBMA 0 NST 25 75 DNSMR1N09 2 S12137  
Standard Number: DNSMR1N092  
NWA# 100000498302 0040

MOD 12 Funding 1176370.00  
Cumulative Funding 4026807.06

MOD 13

410004 1300268318 166158.22  
LLA :  
AK 9700300 4300 P00 30361 0 K LBMA 0 SS4 25 16 DSSMR0N18 3 S12137  
Standard Number: DSSMR0N183  
NWA# 100000711742 0010

410005 1300268354 108687.00  
LLA :  
AJ 9710300 4300 P10 30361 0 K LBMA 0 NST 25 75 DNSMR1N09 2 S12137  
Standard Number: DNSMR1N092  
NWA#100000498302 0020

410006 1300268443 393100.00  
LLA :  
AL 9720400 4300 P203061 0 K LBMA0 NST 25 75 DNSMR2N047 S12137  
Standard Number: DNSMR2N047  
NWA# 100000712776 0010

MOD 13 Funding 667945.22  
Cumulative Funding 4694752.28

MOD 14

410006 1300268443 (48769.00)  
LLA :  
AL 9720400 4300 P203061 0 K LBMA0 NST 25 75 DNSMR2N047 S12137  
Standard Number: DNSMR2N047  
NWA# 100000712776 0010

610002 1300268443 48769.00  
LLA :  
AL 9720400 4300 P203061 0 K LBMA0 NST 25 75 DNSMR2N047 S12137  
Standard Number: DNSMR2N047  
NWA# 100000712776 0010

MOD 14 Funding 0.00  
Cumulative Funding 4694752.28

MOD 15

410007 1300273930 401550.00  
LLA :  
AM 9720100 4300 P2030361 0 K LBMS 0 NST 25 75 DNSMR2N029 S12137  
Standard Number: DNSMR2N029  
NWA# 100000709684 0020



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MOD 15 Funding 401550.00  
Cumulative Funding 5096302.28

MOD 16

410008 1300280784 225700.00  
LLA :  
AN 1721319 R7KP 255 00039 0 050120 2D 000000 A00001267267  
Standard Number: BS-001460.0101010131  
BS-001460.0101010131

410009 1300280678 130000.00  
LLA :  
AP 9700300 4300 P00 30361 0 K LBMA 0 SS4 25 54 DSSMR0N07 6 S12137  
Standard Number: DSSMR0N076  
NWA# 100000429273 0030

610003 1300280784 8300.00  
LLA :  
AN 1721319 R7KP 255 00039 0 050120 2D 000000 A00001267267  
Standard Number: BS-001460.0101010131  
BS-001460.0101010131 (WBS Billing Element)

MOD 16 Funding 364000.00  
Cumulative Funding 5460302.28

MOD 17 Funding 0.00  
Cumulative Funding 5460302.28

MOD 18

410010 1300299431 253997.37  
LLA :  
AQ 9700300 4300 P00 30361 0 K LBB3 0 SS2 31 40 DSSMR0N19 1 S12137  
Standard Number: DSSMR0N191  
ACRN: AQ  
PR: 1300299431  
DOC#: DSSMR0N191  
COST CODE: S12137  
NWA: 100000738605-0040

610004 1300299431 10000.00  
LLA :  
AQ 9700300 4300 P00 30361 0 K LBB3 0 SS2 31 40 DSSMR0N19 1 S12137  
Standard Number: DSSMR0N191  
ACRN: AQ  
PR: 1300299431  
DOC#: DSSMR0N191  
COST CODE: S12137  
NWA: 100000738605-0040

MOD 18 Funding 263997.37  
Cumulative Funding 5724299.65

MOD 19 Funding 0.00  
Cumulative Funding 5724299.65

MOD 20

410011 1300311351 76550.00  
LLA :  
AS 1721319 D5HK 255 00039 0 050120 2D 000000 A00001461364  
Standard Number: FY 12 RD TEN  
FY 12 RD TEN BS 001444.01010101028

610005 1300311351 7000.00  
LLA :  
AS 1721319 D5HK 255 00039 0 050120 2D 000000 A00001461364

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Standard Number: FY 12 RD TEN  
BS 001444.01010101028

MOD 20 Funding 83550.00  
Cumulative Funding 5807849.65

MOD 21 Funding 0.00  
Cumulative Funding 5807849.65

MOD 22

420001 1300348675 1204841.00  
LLA :  
AT 9730100 4300 P30303610K LBMA0 NST 2575 DNSMR3N038 S12137  
Standard Number: DNSMR3N038  
NWA# 100000826464 0030

620001 1300348675 30000.00  
LLA :  
AT 9730100 4300 P30303610K LBMA0 NST 2575 DNSMR3N038 S12137  
Standard Number: DNSMR3N038  
NWA# 100000826464 0030

MOD 22 Funding 1234841.00  
Cumulative Funding 7042690.65

MOD 23 Funding 0.00  
Cumulative Funding 7042690.65

MOD 24

420002 1300361933 640399.00  
LLA :  
AU 9730100 4300 P30 30361 0 K LBMA 0 NST 25 75 DNSMR3N20 4 S12137  
MIPR #: DNSMR3N204 S12137

420003 1300361933 150000.00  
LLA :  
AV 9730400 4300 P30 30361 0 K LBA3 0 NST 25 51 DNSMR3N13 5 S12137  
MIPR#-DNSMR3N13 5 S12137

620002 40000.00  
LLA :  
AU 9730100 4300 P30 30361 0 K LBMA 0 NST 25 75 DNSMR3N20 4 S12137

MOD 24 Funding 830399.00  
Cumulative Funding 7873089.65

MOD 25 Funding 0.00  
Cumulative Funding 7873089.65

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

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

- (a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date (if applicable), by line item, task or subtask.
- (b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.
- (c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Contracting Officer Representative.

### 5252.232-9208 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (APR 2009)

- (a) Invoices for services rendered under this *N00178-05-D-4596-V713* shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.
- (b) The vendor shall have their Cage Code activated by calling 1-866-618-5988 and selecting option 2. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. WAWF Vendor "Quick Reference" Guides are located at the following web site: [http://acquisition.navy.mil/rda/home/acquisition\\_one\\_source/ebusiness/don\\_ebusiness\\_solutions/wawf\\_overview/vendor\\_information](http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information)
- (c) Cost back-up documentation (such as delivery receipts, labor hours & material/travel costs etc.) shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product or Adobe (.pdf files) are attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the COR/TOM.
- (d) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.
- (e) A separate invoice will be prepared no more frequently than for every two weeks. Do not combine the payment claims for services provided under this contract.

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(f) The following information is provided for completion and routing of the invoice in WAWF:

WAWF Invoice Type *	Cost Vouchers
Issuing Office DODAAC	N65236
Admin DODAAC	Code S2404A (DCMA Manassas)
Inspector DODAAC (if applicable)	N65236
Inspector Contact Information	N/A
Service Acceptor DODAAC	Code S2404A (DCMA Manassas)
or	
Service Approver DODAAC (Cost Voucher).	
Acceptor Contact Information	micheal.moody@navy.mil
COR Contact Information	Micheal Moody Phone # 843-218-4313
LPO Contact Information	N/A
DCAA Auditor DoDAAC :	Code HAA47B (DCAA Hampton Roads Branch Office)
Service Approver DoDAAC :	Code S2404A (DCMA Manassas)
PAY DODAAC	Code HQ0338 (DFAS Columbus - South Entitlements)

\*Select "Cost Voucher" for all cost-type, T&M, or Labor Hour; or "2-n-1 (Services Only)" for fixed price services where inspection of services can be performed and documented.

<sup>2</sup> Only applies to cost vouchers.

(g) After submitting the document(s) to WAWF, click on "Send More Email Notifications" and add the acceptor/receiver email addresses noted below in the email address blocks. The contractor shall, at a minimum, include the COR, Receiver, and Acceptor. This additional notification to the government is necessary to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF:

Send Additional Email Notification(s) to:			
Name	Email	Phone	Role
Micheal Moody	micheal.moody@navy.mil	843-218-4313	COR/ Receiver/Acceptor
Deb Farinello	debra.farinello@navy.mil	843-218-4328	CRM

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

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

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

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

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

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

**ADMINISTRATIVE INSTRUCTIONS:**

**1. 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 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.

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(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.

(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

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(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).

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.

## **2. 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.

## **3. LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003)**

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(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,

(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



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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 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

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shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the SeaPort/Task Order Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract/Task Orders for the convenience of the Government if determined to be in the best interest of the Government.

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

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

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

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

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

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

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

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

## **TECHNICAL INSTRUCTIONS**

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

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

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

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

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

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## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE:

52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2008)  
52.219-6 Notice of Small Business Set-Aside (JUN 2003)  
52.219-14 Limitations of Subcontracting (DEC 1996)

### CLAUSES INCORPORATED BY FULL TEXT:

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within within thirty (30) days prior to the expiration of the contract.

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

(a) The Government may extend the term of this 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 three years.

#### **52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)**

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 - DD 1423, Contract Data Requirements List

Attachment 2 - DD 254, Contract Security Classification Specifications

Attachment 3 - QASP / CDAD