

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 10	3. EFFECTIVE DATE 16-Jan-2013	4. REQUISITION/PURCHASE REQ. NO. 1300325928	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N65236	7. ADMINISTERED BY (If other than item 6) CODE	S0514A	

SPAWAR-Systems Center Lant (CHRL)  
P.O. BOX 190022  
North Charleston SC 29419-9022  
lila.fickling@navy.mil 843-218-4518

DCMA SAN DIEGO  
7675 DAGGET STREET, SUITE 200  
SAN DIEGO CA 92111-2241

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Cubic Applications Inc. 4055 Hancock Street, Suite 115 San Diego CA 92110-5107		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4265-V702
		10B. DATED (SEE ITEM 13) 28-Jun-2010
CAGE CODE 00BW7	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)**

SEE SECTION G

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

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

E. IMPORTANT: Contractor [ X ] 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) Alan S Bates, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Alan S Bates (Signature of Contracting Officer)	16C. DATE SIGNED 18-Jan-2013
(Signature of person authorized to sign)			

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

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

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## GENERAL INFORMATION

The purpose of this modification is to delete MOD 09 in its entirety. All other terms and conditions remain unchanged. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from \$ [REDACTED] by \$ [REDACTED] to [REDACTED]

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
410005	TBD	[REDACTED]	[REDACTED]	[REDACTED]
610002	TBD	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from \$ [REDACTED] by [REDACTED] \$ [REDACTED]

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## SECTION B SUPPLIES OR SERVICES AND PRICES

### CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	BASE YEAR (TBD)	1.0	LO	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
400001	INCREMENTAL FUNDING FOR BASE YEAR. (TBD)					
400002	INCREMENTAL FUNDING FOR BASE YEAR. (TBD)					
400003	INCREMENTAL FUNDING FOR BASE YEAR. (TBD)					
400004	INCREMENTAL FUNDING FOR BASE YEAR. (TBD)					
400005	INCREMENTAL FUNDING FOR BASE YEAR. (TBD)					
4100	OPTION YEAR ONE (TBD)	1.0	LO	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
410001	LABOR IN SUPPORT OF CDL - ADVANCE WAVEFORM VALIDATION INCREMENTAL FUNDING FOR OPTION YEAR ONE (1) (RDT&E)					
410002	ACRN AG: LABOR FOR PWS PR: 1300211328 DOC: F2BDED1152G001 NWA/JON: 100000491709 0010 (TBD)					
410003	ACRN AG: LABOR FOR PWS PR: 1300211328 DOC: F2BDED1153G002					

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NWA/JON:  
100000491713 0010  
(TBD)

410004 ACRN AH: LABOR  
FOR PWS  
PR: 1300207875  
DOC:  
F2BDED0119G001  
NWA/JON:  
100000427001 0040  
(TBD)

410005 INCREMENTAL  
FUNDING FOR  
OPTION YEAR 1  
ACRN AK  
Funding Doc#:  
F2BDED2347G003  
NWA#:  
100000805650-0010  
  
PR: 1300325928  
(TBD)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	BASE YEAR (TBD)	1.0	LO	\$ [REDACTED]
600001	INCREMENTAL FUNDING - ODC'S (TBD)			
600002	INCREMENTAL FUNDING - ODC'S (TBD)			
6100	OPTION YEAR ONE (TBD)	1.0	LO	\$ [REDACTED]
610001	ACRN AJ: ODC FOR PWS PR: 1300207875 DOC: F2BDED0119G001 NWA/JON: 100000427001 0040 (TBD)			
610002	INCREMENTAL FUNDING FOR OPTION YEAR 1 ACRN AK Funding Doc#:			

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F2BDED2347G003

NWA#:

100000805650-0010

PR: 1300325928

(TBD)

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

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

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

Total Staff-Hours (X) \* Total Prime Staff-Hours Fixed Fee\*\*  
\*(inclusive of Prime and any proposed Subcontractor(s))

Base Period

Option 1

\*\*Contractor is to identify basis for fixed fee amount:

Total Staff-Hours

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

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

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

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

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

(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.

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(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.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### Section C – Performance Work Statement (PWS)

SPAWARSSYSCEN Atlantic, Code 5.3.1.8.0 Expeditionary Logistics Branch

#### 1.0 INTRODUCTION

The Department of the Navy, Space and Naval Warfare System Center Atlantic (SSC-A) is acquiring support services for the design, hardware manufacture, software installation, subsystem testing, system integration and testing to the Team Portable Common Data Link terminals.

#### 2.0 BACKGROUND

Historically, Common Data Link waveforms supported sophisticated Intelligence, Surveillance, and Reconnaissance (ISR) platforms and these platforms were not man-portable or man-packable. Various vendors have produced products which greatly reduce the Space, Weight and Power (SWaP) allowing the utilization of lower band widths. In an effort to improve interoperability between UAV systems and tactical ground terminals, facilitate current system upgrades to digital communications, provide a path to NSA-approved digital encryption, and utilize portions of the frequency spectrum well-suited to support of tactical operations, the Team Portable – Common Data Link (TP-CDL) terminal design will need to support other frequencies than Ku band. Many of the current UAV systems operate in L, S, and C bands because these frequencies can be more desirable tactically (e.g., foliage penetration at lower frequencies) and radio components are less expensive.

#### 3.0 SCOPE

The object of this Task Order is to focus on the use of the Team Portable – Common Data Link (TP-CDL) terminal to validate new CDL Waveform Specifications, as well as the technical changes to CDL Waveform Specifications resulting from document revision and in an effort to employ the most desirable capabilities of legacy (non-traditional CDL) and emerging communications (digital) in legacy frequency bands.

The contractor shall provide reports, drawings, physical prototypes and other services as required in support of the Code 5.3.1.8.0 mission identified in the task order. The contractor shall provide input to programs plans, documentation, requirements definition and testing while performing in accordance with standards, specifications and best practices.

#### 4.0 PLACE OF PERFORMANCE

Approximately 90% of the work shall be performed at the contractor's facility. Approximately 10% of the work will be performed by the contractor at the government facility.

#### 5.0 APPLICABLE DIRECTIVES / REFERENCES

#### 6.0 SECURITY

Security will be as prescribed in the DD 254 for the basic contract. Contractor personnel assigned to this effort must possess a current National Agency Check Local Agency Check and Credit (NACLC) or higher investigation.

#### 7.0 COR DESIGNATION/TASK ORDER MANAGER

[REDACTED]

#### 8.0 PERFORMANCE REQUIREMENTS (Research and Development Funding)

8.1 Program and Data Management. The contractor shall establish and maintain program management practices throughout the period of performance. Program management practices shall provide visibility into the contractor organization and techniques used in managing the program, specifically subcontractor and data management. Documentation shall be readily available to the TOM and designated Program Office contracted staff during planned visits. The contractor shall institute appropriate surveillance actions relative to the contractor and sub-contractor performance. (CDRLs A001, A002, A003, A004)

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- 8.1.1 The contractor shall participate in program reviews and support meetings.
- 8.1.2 The contractor shall participate in a bi-weekly telephone conference.
- 8.1.3 The contractor shall provide a record of meeting/ minutes two (02) days prior to telephone conferences and/ or technical exchange meetings.
- 8.1.4 The contractor shall provide financial and other programmatic support.
- 8.2 Waveform Validation. The contractor shall develop and demonstrate the following capabilities using the Bandwidth Efficient (BE) CDL Specification (CDRL A006):
  - 8.2.1 Multi-stack PTFF
  - 8.2.2 ½ rate encoding
  - 8.2.3 Additional BE waveform modes
    - 8.2.3.1 Predator UAV data rates
    - 8.2.3.2 128 kbps, 256 kbps
    - 8.2.3.3 Data rates < 100m
  - 8.2.4 Encryption Capability
    - 8.2.4.1 Type 1 KGV-135A
    - 8.2.4.2 Advanced Encryption Standard
  - 8.2.5 IPv6 network protocol
- 8.3 Discovery CDL. The contractor shall analyze the Discovery CDL Waveform Specification to determine anticipated technical description gaps, inconsistencies, redundancies, and over-specified items. The contractor shall develop a Validation Plan based on the use of TP-CDL terminals (CDRL A006).
- 8.4 Network CDL. The contractor shall analyze the Network CDL Waveform Specification to determine anticipated technical description gaps, inconsistencies, redundancies, and over-specified items. The contractor shall develop a Validation Plan based on the use of TP-CDL terminals (CDRL A006).
- 8.5 Multi-Spectral CDL. The contractor shall modify the radio frequency components of TP-CDL to support BE-CDL waveform communications in a frequency band other than the traditional CDL Ku band spectrum. Frequency selection shall be from the L, S, or C bands, limited to frequencies currently used by fielded U.S. military UAV systems (CDRL A006).
  - 8.5.1 The contractor shall demonstrate the use of the BE-CDL waveform with TP-CDL in a frequency band other than the traditional CDL Ku band spectrum.
  - 8.5.2 The contractor shall develop a capability to provide the tactical ground user with timely and accurate information to identify receivable downlink opportunities from local airborne ISR platforms.
- 8.6 Test Documentation. The contractor shall provide Test Plans and Procedures, Test Result Reports, Testing Analysis and Recommendation in support of paragraphs 8.2 through 8.5 (CDRL A005).
- 8.7 Mechanical Engineering Support. In support of paragraphs 8.2 through 8.5, the contract shall design, fabricate, assemble, integrate, modify and test TP-CDL to validate equipment has met the waveform requirements.
- 8.8 Computer Engineering Support. The contractor shall provide computer engineering services in support of paragraphs 8.2 through 8.5. The contractor shall design, fabricate, assemble, integrate, modify and test TP-CDL to validate equipment has met the waveform requirements.

## 9.0 GOVERNMENT FURNISHED INFORMATION



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9.1 At the time of contract award, no government furnished information is identified for issue to the contractor. The government will respond as required for contractor requested GFI. GFI requests shall be submitted via email to TOM.

#### **10. GOVERNMENT FURNISHED MATERIAL**

10.1 At the time of contract award, no government furnished material is identified for issue to the contractor.

#### **11.0 GOVERNMENT FURNISHED EQUIPMENT**

11.1 During the period of performance of this contract, the government will provide two (02) TP-CDLs systems for the contractor to perform activities outlined in paragraph 8.

#### **12.0 CONTRACTOR FURNISHED MATERIAL**

12.1 Material and other direct costs will be identified in the contractor's cost proposal and will be based upon customer input as to expected requirements and/or historical data for similar cost.

#### **13.0 CONTRACTOR FURNISHED EQUIPMENT**

13.1 At the time of award, no contractor furnished equipment is identified.

#### **14.0 TRAVEL REQUIREMENTS**

14.1 Contractor travel requirements for this task order, per year, are estimated as follows:

<u>Destination</u>	<u>Trips</u>	<u># Travelers</u>	<u># Days</u>
Washington, DC	4	2	3
Serra Vista, AZ	2	2	2

#### **15.0 DELIVERABLES**

<b>CDRL</b>	<b>Requirment Description</b>	<b>Due Date</b>
A001	Contractor's Progress, Status and Management Report	15th of each month
A002	Conference Agenda	5 days before meeting
A003	Conference Minutes	5 days after meeting
A004	Financial Report	15th of each month
A005	Test Plan	As requested
A006	Technical Report - Study/Services	As requested

#### **16.0 WORKLOAD ESTIMATE**

The following workload data is provided for informational purposes only to assist you in estimating the cost for this task order:

Number of man-hours per year: [REDACTED]  
Other Direct Cost per year: [REDACTED] for the Base Year ODC CLIN 6000 and [REDACTED] for Option Year (1)  
One ODC CLIN 6100.

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

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

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

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

Name of Holiday Time of Observance

New Year's Day 1 January

Martin Luther King Jr. Day Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day 4 July

Labor Day First Monday in September

Columbus Day Second Monday in October

Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

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

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

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

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

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

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

(1) Routine inspection of contractor occupied work spaces.

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

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

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

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

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

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

#### C-325 KEY PERSONNEL

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

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

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

(d) List of Key Personnel

*[Contract officer insert personnel determined at time of contract award to be key personnel]*

NAME	CONTRACT LABOR CATEGORY
_____	_____
_____	_____
_____	_____

(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.

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(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 a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

#### C-718 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (JUN 2001)

(a) Each Electronic and Information Technology (EIT) supply or service provided under this contract shall comply with the EIT Accessibility Standards listed below:

[The Contracting Officer shall consult with the program office to determine which standards listed in subsection (a) apply and shall check all applicable standards prior to issuing the solicitation.]

X 36 C.F.R. § 1194.21 (Software Applications and operating systems)

X 36 C.F.R. § 1194.22 (Web-based and internet information and applications)

X 36 C.F.R. § 1194.23 (Telecommunications products)

X 36 C.F.R. § 1194.24 (Video and multimedia products)

X 36 C.F.R. § 1194.25 (Self contained, closed products)

X 36 C.F.R. § 1194.26 (Desktop and portable computers)

In addition, each EIT supply or service provided under this contract shall comply with 36 C.F.R. § 1194.31 (Functional performance criteria) and 36 C.F.R. § 1194.41 (Information, documentation, and support).

(b) If the Contracting Officer determines that any supply or service delivered under this contract does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing accordingly. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the contract, the Government will have the rights and remedies contained in the contract.

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

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

##### QUALITY ASSURANCE PLAN

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

##### (2) Performance Standards:

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

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

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

(4) Remedy

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

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

- a. Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.
- b. The Government will review resumes of contractor key personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from potential employee to work will be part of the technical proposal.
- c. If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.
- d. The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

**Program Manager (Key)**

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**Education:** Bachelor's degree in Engineering, Physical Sciences, Mathematics, Management Information Systems, or Business.

**Experience:** Fifteen (15) years of technical experience in support of a DoD System, to include: Equipment Support, System Support, and Programmatic Support. Eight (8) years Program Management Experience, to include: Technology Assessments, Systems Design, Systems Analysis, Programmatic Support, Acquisition Planning, and Budget Planning. Five (5) years as manager of a Common Data Link Project. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

#### **Project Manager (Key)**

**Education:** BS degree in a technical or scientific field such as engineering, business management, engineering management or computer science.

**Experience:** Ten (10) years of direct work experience with Common Data Links. Eight (8) years of direct work experience, to include: Design, Development, Production, Installation, and Test & Evaluation of asset involving Common Data Links. Four (4) years as manager of Common Data Link Programs, 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.

#### **Engineer/Scientist 5 (Key)**

**Education:** BS degree in a technical or scientific field such as engineering, business management, engineering management 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 in Common Data Link, to include: Technology Analysis and Assessment, Design Definition, Development of Systems Specification, Systems Analysis, Systems Architecture, Systems/Equipment Integration, Test & Evaluation Criteria, and Logistics support of a DoD system.



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#### **Engineer/Scientist 4**

**Education:** BS degree in a technical or scientific field such as engineering, business management, engineering management or computer science.

Software Engineer only: Working towards 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:** Ten (10) years of experience in Common Data Link field, to include: 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. Five (5) years of technical experience in support of Common Data Link Project.

#### **Engineer/Scientist 3**

**Education:** BS degree in a technical or scientific field such as engineering, business management, engineering management or computer science.

Software Engineer only: Working towards 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:** Six (6) years of experience in Common Data Link field, to include: Systems Analysis, Systems Architecture, Systems/Equipment Support, Test and Evaluation, and Logistics support of C4ISR requirements. Three (3) years of technical experience in support of Common Data Link Project.

#### **Engineer/Scientist 2**

**Education:** BS degree in a technical or scientific field such as engineering, business management,

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engineering management or computer science.

Software Engineer only: Working towards 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 of experience in Common Data Link field, to include: Systems/Equipment Support, and Test and Evaluation support of C4ISR requirements. One (1) year of technical experience in support of Common Data Link Project.

### **Engineer/Scientist 1**

**Education:** BS degree in a technical or scientific field such as engineering, business management, engineering management or computer science.

Software Engineer only: Working towards 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:** One (1) years of experience in Common Data Link field, to include: Systems/Equipment Support, and Test and Evaluation support of a DoD System.

### **Logistician 2**

**Education:** Bachelor's degree plus individual is working towards Professional certification –i.e., Defense Acquisition Workforce Improvement Act (DAWIA) in Lifecycle [Acquisition] Logistics - Level 1 OR have equivalent logistics training (resume to specify all equivalent training) OR possess an additional one (1) year working in direct support of defense life-cycle logistics.

**Experience:** Three (3) years experience in defense life-cycle (acquisition) logistics support of electronic systems, to include: logistics principles, practices, and processes. Of the required 3 years, individual shall have one (1) year support of Common Data Link systems. Demonstrated



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skills, to include: Analyzing Engineering/Systems Management Data, and Developing Logistics Plans and Procedures.

### **Management Analyst 1**

**Education:** Bachelor's degree in a Business relevant field

**Experience:** One (1) years Contract Management experience, to include: Development of Program Acquisition Documentation, Data Collection and Analysis. Familiarity with Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

### **Technical Analyst 3**

**Education:** BS degree in Physical Sciences or Mathematics.

**Experience:** Six (6) years of experience in technical specifications development, process analysis and design, technical problem solving, and analytical/logical thinking.

### **Technical Analyst 2**

**Education:** BS degree in Physical Sciences, or Mathematics.

**Experience:** Three (3) years of experience in technical specifications development, process analysis and design, technical problem solving, and analytical/logical thinking.

### **Security Specialist 1**

**Education:** Associate's Degree.

**Experience:** One (1) years experience, to include applicable security discipline principles, practices, and procedures.

### **Management and Program Technician 1**

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

- **Experience:** Three (3) years of direct work experience with the use of advanced information technology to develop and/or integrate complex data to include: requirements analysis; project

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management procedures including out year budgeting for programs involving OMN, FMS, OPN, SCN, and RDT&E monies; development of contract schedules, out year planning and POM budgets, compliance planning and program planning. Must have knowledge of DoD standards and regulations like the FAR, DFAR, OPM requirements, and other business related regulations.

#### **Accounting Clerk I (SCA 01011)**

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

**Experience:** One (1) year of clerical accounting experience. Knowledge of established and standardized bookkeeping and accounting procedures and techniques.

#### **Administrative Assistant (SCA 01020)**

**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.

#### **Secretary I (SCA 01311)**

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

**Experience:** One (1) year experience in the compilation of data/information for management use.

#### **Supply Technician (SCA 01410)**

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

**Experience:** Five (5) years experience, to include: supervisory or warehouse lead at a DoD

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facility; financial management; logistics support for projects involving electronic/ electrical repair and installation, ordering, acquisition, distribution of material, equipment and resources.

### **Computer Operator III (SCA 14043)**

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

**Experience:** Four (4) years of progressive experience in computer systems operations.

Three (3) 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.

### **Computer Programmer II (SCA 14072)**

**Education:** High School diploma or GED. Working towards completing the following certifications: 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, to include: software Design, and Development. One (1) year programming experience with Common Data Link programming languages.

### **Computer Programmer IV (SCA 14074)**

**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:** Eight (8) years experience, to include: software Design, Development, and Test and Evaluation. Five (5) years programming experience with Common Data Link programming languages. Four (4) years experience to include: Database development, Web page design,

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Computer Based Training, development and using .NET tools and .net Integrated Development Environment tools, asp.net, SQL Server 2000, and HTML editor tools.

### **Computer System Analyst II (SCA 14102)**

**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 Common Data Link Computerized System experience, to include: Test and Evaluation, Network Protocols, LAN administration fundamentals, and UNIX and Windows based operating system.

### **Computer System Analyst III (SCA 14103)**

**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 Common Data Link Computerized System experience, to include: Design, Development, Test and Evaluation, Network Protocols, LAN administration fundamentals, and UNIX and Windows based operating system.

### **Machine – Tool Operator (SCA 19010)**

**Education:** High School Diploma or GED. Completion of Machine-Tool Operator apprenticeship training program.

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**Experience:** Six (6) years experience, to include: specialist in one or more than one type of machine tool used to machine metal for use in shaping metal or nonmetallic material; planning and performing difficult machining operations which require complicated setups or a high degree of accuracy; determining proper feeds, speeds, tooling, and operation sequence.

#### **Warehouse Specialist (SCA 21410)**

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

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

#### **Electronics Technician II (SCA 23182)**

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

**Experience:** Four (4) years of practical experience, to include: electronics repair, maintenance and checkout. One (1) year practical experience in electronics installation.

#### **Sheet-Metal Worker, Maintenance (SCA 23890)**

**Education:** High School Diploma or GED. Completion of Sheet-Metal apprenticeship training program.

**Experience:** Four (4) years experience, to include: fabricating, installing and maintaining sheet metal equipment and fixtures; planning and laying out sheet metal work from blueprints, models or specifications; setting up and operating all types of sheet metal tools and machines.

#### **Drafter/CAD Operator IV (SCA 30064)**

**Education:** Associate's degree from a school in drafting or illustration.

**Experience:** Two (2) years experience in drafting/illustrating in the electronics field.

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Experience, to include: computerized drafting applications, digital imaging techniques, use of AutoCad, planning and preparing graphic presentations of complex items. Experience with DoD processes and procedures.

OR

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

**Experience:** Five (5) years experience in drafting/illustrating in the electronics field.

Experience, to include: computerized drafting applications, digital imaging techniques, use of AutoCad, planning and preparing graphic presentations of complex items. Experience with DoD processes and procedures.

**Engineering Technician V (SCA 30085)**

**Education:** 2 Years Engineering Technical Field.

**Experience:** Fourteen (14) years of practical experience in Engineering.

Eight (8) of the 14 year experience, to include: installation of such equipment, and four (4) in design, preparation and modification of engineering documents, and drawings. Eight (8) years experience in Common Data Link Project discipline, of which 5 must have been performed within the last 7 years.

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## **SECTION D PACKAGING AND MARKING**

### **SHIP TO INFORMATION:**

See Section G - Task Order Manager

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

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

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Task Order Manager or his duly authorized representative.



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## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	6/28/2010 - 6/27/2011
4100	6/28/2011 - 6/27/2012
6000	6/28/2010 - 6/27/2011
6100	6/28/2011 - 6/27/2012

### CLIN - DELIVERIES OR PERFORMANCE

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

4000	6/28/2010 - 6/27/2011
4100	6/28/2011 - 6/27/2012
6000	6/28/2010 - 6/27/2011
6100	6/28/2011 - 6/27/2012

Services to be performed hereunder will be provided at (insert specific address and building etc.)

### F-303 PERIODS OF PERFORMANCE

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

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

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## SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager  
Vasquez Lonnie A Eddy, 53180  
P.O. Box 190022  
N. Charleston, SC 29419-9022  
lonnie.eddy@navy.mil  
843-218-4157

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

This is a Cost Plus Fixed Fee Task Order.

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

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

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

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

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

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

Invoice Type	Cost Vouchers
Issued by	N65236
Admin by	Code S0514A (DCMA San Diego)*
DCAA Auditor	Code 04151 (DCAA San Diego Branch Office)*
Service Approver	Code S0514A (DCMA San Diego)*
Pay by	Code HQ0339 (DFAS Columbus)*

\*To be completed at time of award.

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

Consistent with task order clause 5252.232-9206, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference

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Number (ACRN). The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

#### 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	1300161748	[REDACTED]
LLA :		
AA 5703600 290 4750 674819 0 00000 00000 35206F 503000 F03000 503000		
PR# 1300161748		
Network - 100000427001		
Activity - 0010		
MIPR# - F2BDED0119G003		
400002	1300161748	[REDACTED]
LLA :		
AB 5703600 290 4750 674819 0 00000 00000 35206F 503000 F03000 503000		
PR# 1300161748		
Network - 100000427001		
Activity - 0020		
MIPR - F2BDED0119G002		
400003	1300161748	[REDACTED]
LLA :		
AC 5703600 290 4750 674819 0 00000 00000 35206F 503000 F03000 503000		
PR# 1300161748		
Network - 100000427001		
Activity - 0030		
MIPR # - F2BDED0119G004		
400004	1300161748	[REDACTED]
LLA :		
AD 5703600 290 4750 674819 0 00000 00000 35206F 503000 F03000 503000		
PR# - 1300161748		
Network - 100000427001		
Activity - 0040		
MIPR # - F2BDED0119G001		
600001	1300161748	[REDACTED]
LLA :		
AD 5703600 290 4750 674819 0 00000 00000 35206F 503000 F03000 503000		
PR# - 1300161748		
Network - 100000427001		
Activity - 0040		
MIPR # - F2BDED0119G001		

BASE Funding [REDACTED]  
Cumulative Funding [REDACTED]

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MOD 01 Funding 0.00  
Cumulative Funding [REDACTED]

MOD 02

400005 1300178144 [REDACTED]  
LLA :  
AE 5703600 290 4750 674819 0 00000 00000 35206F 5030000 F03000  
Standard Number: F2BDED0119G001  
PR#:1300178144  
MIRPR#: F2BDED0119G001  
NETWORK#: 100000427001  
ACTIVITY#: 0040

600002 1300178144 [REDACTED]  
LLA :  
AE 5703600 290 4750 674819 0 00000 00000 35206F 5030000 F03000  
Standard Number: F2BDED0119G001  
PR#:1300178144  
MIRPE#: F2BDED0119G001  
NETWORK#: 100000427001  
ACTIVITY#: 0040

MOD 02 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 03

410001 1300189429 [REDACTED]  
LLA :  
AF 5703600 290 4750 674819 0 00000 00000 35206F 5030000 F03000  
Standard Number: F2BDED0119G001/AA  
NETWORK: 100000427001  
ACTIVITY: 0040

MOD 03 Funding 1000000.00  
Cumulative Funding [REDACTED]

MOD 04

410002 1300211328 [REDACTED]  
LLA :  
AG 5713600 291 4750 674819 4 GE300 82100 35206F 503000 F03000 055759 503000  
Standard Number: F2BDED1152G001  
ACRN AG: LABOR FOR PWS  
PR: 1300211328  
DOC: F2BDED1152G001  
NWA/JON: 100000491709 0010

410003 1300211328 [REDACTED]  
LLA :  
AG 5713600 291 4750 674819 4 GE300 82100 35206F 503000 F03000 055759 503000  
Standard Number: F2BDED1152G002  
ACRN AG: LABOR FOR PWS  
PR: 1300211328  
DOC: F2BDED1152G002  
NWA/JON: 100000491713 0010

410004 1300207875 [REDACTED]  
LLA :  
AH 5703600 290 4750 674819 0 00000 00000 35206F 503000 F03000  
Standard Number: F2BDED0119G001  
ACRN AH: LABOR FOR PWS  
PR: 1300207875  
DOC: F2BDED0119G001  
NWA/JON: 100000427001 0040

610001 1300207875 [REDACTED]

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LLA :  
 AJ 5703600 290 4750 674819 0 00000 00000 35206F 503000 F03000  
 Standard Number: F2BDED0119G001  
 ACRN AJ: ODC FOR PWS  
 PR: 1300207875  
 DOC: F2BDED0119G001  
 NWA/JON: 100000427001 0040

MOD 04 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 05 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 06 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 07

410003 1300211328 [REDACTED]  
 LLA :  
 AG 5713600 291 4750 674819 4 GE300 82100 35206F 503000 F03000 055759 503000  
 Standard Number: F2BDED1152G002  
 ACRN AG: LABOR FOR PWS  
 PR: 1300211328  
 DOC: F2BDED1152G002  
 NWA/JON: 100000491713 0010

410004 1300207875 [REDACTED]  
 LLA :  
 AH 5703600 290 4750 674819 0 00000 00000 35206F 503000 F03000  
 Standard Number: F2BDED0119G001  
 ACRN AH: LABOR FOR PWS  
 PR: 1300207875  
 DOC: F2BDED0119G001  
 NWA/JON: 100000427001 0040

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 AJ 5703600 290 4750 674819 0 00000 00000 35206F 503000 F03000  
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 DOC: F2BDED0119G001  
 NWA/JON: 100000427001 0040

MOD 07 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 08 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 09

400001 1300161748 [REDACTED]  
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 AA 5703600 290 4750 674819 0 00000 00000 35206F 503000 F03000 503000  
 PR# 1300161748  
 Network - 100000427001  
 Activity - 0010  
 MIPR# - F2BDED0119G003

410005 1300325928 [REDACTED]  
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 Funding Doc#: F2BDED2347G003  
 NWA#: 100000805650-0010  
 PR: 1300325923

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610002 1300325928 [REDACTED]

LLA :

AK 5723600 292 4750 674819 4 GE300 82100 35206F 503000 F03000 503000

Standard Number: F2BDED2347G003

Funding Doc#: F2BDED2347G003

NWA#: 100000805650-0010

PR: 1300325928

MOD 09 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 10

410005 1300325928 [REDACTED]

LLA :

AK 5723600 292 4750 674819 4 GE300 82100 35206F 503000 F03000 503000

Standard Number: F2BDED2347G003

Funding Doc#: F2BDED2347G003

NWA#: 100000805650-0010

PR: 1300325928

610002 1300325928 [REDACTED]

LLA :

AK 5723600 292 4750 674819 4 GE300 82100 35206F 503000 F03000 503000

Standard Number: F2BDED2347G003

Funding Doc#: F2BDED2347G003

NWA#: 100000805650-0010

PR: 1300325928

MOD 10 Funding [REDACTED]

Cumulative Funding [REDACTED]

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

Attachment 8 Wage Determination To Be Determined. The applicable Wage Determination for awardee's location will be included at time of task order award. 90% of the work performed will be at the contractor's facility and 10% of the work performed will be at the Government location.

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

#### (a) Contractor Request and Government Approval of Travel

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

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

#### (b) General

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

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

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

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

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

(c) Per Diem

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

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

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

(d) Transportation

(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



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include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

##### (a) Definition.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the

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

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

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

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

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

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

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

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

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

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

#### TECHNICAL INSTRUCTIONS

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

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

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

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work descriptions.

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

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

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

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

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



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## SECTION I CONTRACT CLAUSES

### 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

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

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

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

### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

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## **SECTION J LIST OF ATTACHMENTS**

**ATTACHMENT 1 - CONTRACT DATA REQUIREMENTS LIST (CDRL)**

**ATTACHMENT 2 - DD254**