

# ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-07-D-5209		2. DELIVERY ORDER NO. EH01		3. EFFECTIVE DATE 2013 Sep 30		4. PURCH REQUEST NO. 1300376663		5. PRIORITY Unrated				
6. ISSUED BY Naval Sea Systems Command (NAVSEA) BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD DC 20376-2040			CODE N00024		7. ADMINISTERED BY DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342			CODE S2404A		8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)		
9. CONTRACTOR Qnexus Inc 505 Huntmar Park Drive Suite 325 Herndon VA 20170-5103			CODE 3HRG3		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL			
							12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		SMALL DISADVANTAGED			
							13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		WOMEN-OWNED			
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264			CODE HQ0338		<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>		
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.									
	PURCHASE	Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.										
Qnexus Inc			qnxis Authorized Company Representative									
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule												
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT			
	See Schedule											
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA					25. TOTAL		\$303,456.00	
				BY: /s/Stacy M McQuage					09/11/2013 CONTRACTING/ORDERING OFFICER		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN												
<input type="checkbox"/>	INSPECTED	<input type="checkbox"/>	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:								
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS			
					PARTIAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR				
f. TELEPHONE		g. E-MAIL ADDRESS			FINAL							
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT				34. CHECK NUMBER			
					COMPLETE							
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL			35. BILL OF LADING NO.				
FULL												
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		

## GENERAL INFORMATION

The purpose of document is to Award Task Order N00178-07-D-5209-EH01 as follows: 1) Under Section B, transfer ceiling from SLINs 6000AA to establish and fund SLINs 6000AB and 6000AC, 2) Under Section B Fund SLINs under CLINs 5000, 3) Update Period of Performances under section F, 4) Under section G add new lines of accounting, 5) Under Section H update the Allotment of Funds Clause, and 6) Under section J – remove attachments associated with pre-award documentation. Accordingly, said Task Order is modified as follows:

1. Under SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS, Transfer ceiling to establish and fund SLINs under CLINs 6000 as follows:

SLIN		Est. Cost
6000AA		
<b>Funding</b>	From	\$200,000.00
	By	(\$10,000.00)
	To	\$190,000.00

SLIN		Est. Cost
6000AB	AA	
<b>Funding</b>	From	\$0.00
	By	\$5,00.00
	To	\$5,00.00

SLIN		Est. Cost
6000AC	AB	
<b>Funding</b>	From	\$0.00
	By	\$5,00.00
	To	\$5,00.00

2. Under Section B- SUPPLIES or SERVICES AND PRICES/COSTS, fully fund SLINs under CLINs 5000 as follows:

SLIN		Unit	Unit Price
5000AA	AA		
<b>Funding</b>	From	1 lot	\$0.00
	By	1 lot	\$51,728.00
	To	1 lot	\$51,728.00

SLIN		Unit	Unit Price
5000AB	AB		
<b>Funding</b>	From	1 lot	\$0.00
	By	1 lot	\$51,728.00
	To	1 lot	\$51,728.00

3. Under SECTION F- DELIVERIES or PERFORMANCE, Update Period of Performance for the following SLINs:

5000AA*	9/30/2013 - 12/31/2013
5000AB*	9/30/2013 - 12/31/2013
6000AB*	9/30/2013 - 12/31/2013
6000AC*	9/30/2013 – 12/13/2013
* 2410(a) authority invoked	

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4. Under SECTION G – ACCOUNTING DATA, add the following lines of accounting:

5000AA 1300376663 51728.00  
LLA : AA 1731804 60BA 252 39040 068732 2D C30623 390403NDCNUQ

5000AB 1300376663 51728.00  
LLA : AB 1731804 60BA 252 42158 068732 2D C31239 421583N19YUQ

6000AB 1300376663 5000.00  
LLA : AA 1731804 60BA 252 39040 068732 2D C30623 390403NDCNUQ

6000AC 1300376663 5000.00  
LLA : AB 1731804 60BA 252 42158 068732 2D C31239 421583N19YUQ

BASE Funding 113456.00

5. Under Section H, Special Contract Requirements, NAVSEA 5252.232-9104, Allotment of Funds, update paragraph (c) to show the fully funded SLINs under CLINs 5000 and 6000 as follows:

(c) CLINs/SLINs 5000AA, 5000AB, 6000AB and 6000AC are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

6. Under section J – remove attachments associated with pre-award documentation.

Except as modified herein, all terms and conditions remain unchanged and in full force and effect.

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
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5000	PAO	Digital Signage Services - Base Year, Qtr 1				\$155,184.00
5000AA	R499	Incremental Funding (Portsmouth) (O&MN,N)	1.0	LO	\$51,728.00	\$51,728.00
5000AB	R499	Incremental Funding (Norfolk) (O&MN,N)	1.0	LO	\$51,728.00	\$51,728.00
5000AC	R499	Incremental Funding (NAVSEA HQ) (O&MN,N) Option	1.0	LO	\$51,728.00	\$51,728.00
5001	PAO	Digital Signage Services - Base Year, Qtr 2				\$155,184.00
5001AA	R499	Monthly Funding Increment (O&MN,N) Option	1.0	LO	\$51,728.00	\$51,728.00
5001AB	R499	Monthly Funding Increment (O&MN,N) Option	1.0	LO	\$51,728.00	\$51,728.00
5001AC	R499	Monthly Funding Increment (O&MN,N) Option	1.0	LO	\$51,728.00	\$51,728.00
5002	PAO	Digital Signage Services - Base Year, Qtr 3				\$155,184.00
5002AA	R499	Monthly Funding Increment (O&MN,N) Option	1.0	LO	\$51,728.00	\$51,728.00

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5002AB R499	Monthly Funding Increment (O&MN,N) Option	1.0 LO	\$51,728.00	\$51,728.00
5002AC R499	Monthly Funding Increment (O&MN,N) Option	1.0 LO	\$51,728.00	\$51,728.00
5003 PAO	Digital Signage Services - Base Year, Qtr 4			\$155,184.00
5003AA R499	Monthly Funding Increment (O&MN,N) Option	1.0 LO	\$51,728.00	\$51,728.00
5003AB R499	Monthly Funding Increment (O&MN,N) Option	1.0 LO	\$51,728.00	\$51,728.00
5003AC R499	Monthly Funding Increment (O&MN,N) Option	1.0 LO	\$51,728.00	\$51,728.00
5004	Base Year, Surge, Full Time Content Management			\$1,078,405.00
5004AA R499	Year 1, Full Time Content Management Development - Pearl Harbor Naval Shipyard (O&MN,N) Option	1.0 LO	\$104,671.00	\$104,671.00
5004AB R499	Year 1, Full Time Content Management Development - Puget Sound Naval Shipyard (O&MN,N) Option	1.0 LO	\$99,623.00	\$99,623.00
5004AC R499	Year 1, Full Time Content Management Development - Naval Surface Warfare Center,	1.0 LO	\$103,241.00	\$103,241.00

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Carderock  
(O&MN,N)  
Option

5004AD R499	Year 1, Full Time Content Management Development - Naval Surface Warfare Center, Philadelphia (O&MN,N) Option	1.0 LO	\$98,099.00	\$98,099.00
5004AE R499	Year 1, Full Time Content Management Development - Naval Surface Warfare Center, Corona (O&MN,N) Option	1.0 LO	\$100,910.00	\$100,910.00
5004AF R499	Year 1, Full Time Content Management Development - Naval Surface Warfare Center, Crane (O&MN,N) Option	1.0 LO	\$93,051.00	\$93,051.00
5004AG R499	Year 1, Full Time Content Management Development - Naval Surface Warfare Center, Indian Head (O&MN,N) Option	1.0 LO	\$98,385.00	\$98,385.00
5004AH R499	Year 1, Full Time Content Management Development - Naval Surface Warfare Center, Panama City (O&MN,N) Option	1.0 LO	\$77,654.00	\$77,654.00
5004AJ R499	Year 1, Full Time Content Management Development - Naval Surface Warfare Center,	1.0 LO	\$101,146.00	\$101,146.00

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Port Hueneme  
(O&MN,N)  
Option

5004AK R499 Year 1, Full Time 1.0 LO \$98,860.00 \$98,860.00  
Content  
Management  
Development -  
Naval Undersea  
Warfare Center,  
Newport (O&MN,N)  
Option

5004AL R499 Year 1, Full Time 1.0 LO \$102,765.00 \$102,765.00  
Content  
Management  
Development -  
Naval Undersea  
Warfare Center,  
Keyport (O&MN,N)  
Option

5005 Base Year, Surge, \$139,792.00  
Annual Shared  
Remote Content  
Management

5005AA R499 Year 1, Annual 1.0 LO \$17,474.00 \$17,474.00  
Shared Remote  
Content  
Management -  
Supervisor of  
Shipbuilding and  
Repair, Bath  
(O&MN,N)  
Option

5005AB R499 Year 1, Annual 1.0 LO \$17,474.00 \$17,474.00  
Shared Remote  
Content  
Management -  
Supervisor of  
Shipbuilding and  
Repair, Groton  
(O&MN,N)  
Option

5005AC R499 Year 1, Annual 1.0 LO \$17,474.00 \$17,474.00  
Shared Remote  
Content  
Management -  
Supervisor of  
Shipbuilding and  
Repair, Gulf  
Coast (O&MN,N)  
Option

5005AD R499 Year 1, Annual 1.0 LO \$17,474.00 \$17,474.00

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Shared Remote  
Content  
Management -  
Supervisor of  
Shipbuilding and  
Repair, Newport  
News (O&MN,N)  
Option

5005AE R499	Year 1, Annual Shared Remote Content Management - Commander, Navy Regional Maintenance Center (O&MN,N) Option	1.0	LO	\$17,474.00	\$17,474.00
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5005AF R499	Year 1, Annual Shared Remote Content Management - Southeast Regional Maintenance Center (O&MN,N) Option	1.0	LO	\$17,474.00	\$17,474.00
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5005AG R499	Year 1, Annual Shared Remote Content Management - Southwest Regional Maintenance Center (O&MN,N) Option	1.0	LO	\$17,474.00	\$17,474.00
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5005AH R499	Year 1, Annual Shared Remote Content Management - Norfolk Ship Support Activity (O&MN,N) Option	1.0	LO	\$17,474.00	\$17,474.00
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5006	NSP-DATA-SEE NOTE D				\$0.00
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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6000		ODC in Support of			\$200,000.00



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Base Year

6000AA R499	ODC in Support of Base Year (O&MN,N)	1.0	LO	\$190,000.00
6000AB R499	ODCs in Support of Base Year (Portsmouth) (O&MN,N)	1.0	LO	\$5,000.00
6000AC R499	ODCs in Support of Base Year (Norfolk) (O&MN,N)	1.0	LO	\$5,000.00

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
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8000	PAO	Digital Signage Services - Option Year 1, Qtr 1				\$159,840.00
8000AA R499		Monthly Funding Increment (O&MN,N) Option	1.0	LO	\$53,280.00	\$53,280.00
8000AB R499		Monthly Funding Increment (O&MN,N) Option	1.0	LO	\$53,280.00	\$53,280.00
8000AC R499		Monthly Funding Increment (O&MN,N) Option	1.0	LO	\$53,280.00	\$53,280.00
8001	PAO	Digital Signage Services - Option Year 1, Qtr 2				\$159,840.00
8001AA R499		Monthly Funding Increment (O&MN,N) Option	1.0	LO	\$53,280.00	\$53,280.00
8001AB R499		Monthly Funding Increment (O&MN,N) Option	1.0	LO	\$53,280.00	\$53,280.00
8001AC R499		Monthly Funding	1.0	LO	\$53,280.00	\$53,280.00

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Increment  
(O&MN,N)  
Option

8002	PAO Digital				\$159,840.00	
	Signage Services					
	Option Year 1,					
	Qtr 3					
8002AA	R499 Monthly Funding	1.0	LO	\$53,280.00	\$53,280.00	
	Increment					
	(O&MN,N)					
	Option					
8002AB	R499 Monthly Funding	1.0	LO	\$53,280.00	\$53,280.00	
	Increment					
	(O&MN,N)					
	Option					
8002AC	R499 Monthly Funding	1.0	LO	\$53,280.00	\$53,280.00	
	Increment					
	(O&MN,N)					
	Option					
8003	PAO Digital				\$159,840.00	
	Signage Services					
	- Option Year 1,					
	Qtr 4					
8003AA	R499 Monthly Funding	1.0	LO	\$53,280.00	\$53,280.00	
	Increment					
	(O&MN,N)					
	Option					
8003AB	R499 Monthly Funding	1.0	LO	\$53,280.00	\$53,280.00	
	Increment					
	(O&MN,N)					
	Option					
8003AC	R499 Monthly Funding	1.0	LO	\$53,280.00	\$53,280.00	
	Increment					
	(O&MN,N)					
	Option					
8004	Option Year 1,				\$1,110,757.00	
	Surge, Full Time					
	Content					
	Management					
8004AA	R499 Year 2, Full Time	1.0	LO	\$107,811.00	\$107,811.00	
	Content					
	Management					
	Development-Pearl					
	Harbor Naval					
	Shipyard (O&MN,N)					
	Option					
8004AB	R499 Year 2, Full Time	1.0	LO	\$102,612.00	\$102,612.00	

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Content Managment  
Development-Puget  
Sound Naval  
Shipyard (O&MN,N)  
Option

8004AC R499 Year 2, Full Time 1.0 LO \$106,338.00 \$106,338.00

Content  
Management  
Development-Naval  
Surface Warfare  
Center, Carderock  
(O&MN,N)  
Option

8004AD R499 Year 2, Full Time 1.0 LO \$101,042.00 \$101,042.00

Content  
Management  
Development-Naval  
Surface Warfare  
Center,  
Philadelphia  
(O&MN,N)  
Option

8004AE R499 Year 2, Full Time 1.0 LO \$103,937.00 \$103,937.00

Content  
Management-Corona  
(O&MN,N)  
Option

8004AF R499 Year 2, Full Time 1.0 LO \$95,842.00 \$95,842.00

Content  
Management  
Development-Naval  
Surface Warfare  
Center Crane  
(O&MN,N)  
Option

8004AG R499 Year 2, Full Time 1.0 LO \$101,336.00 \$101,336.00

Content  
Management  
Development-Naval  
Surface Warfare  
Center Indian  
Head EODTD  
(O&MN,N)  
Option

8004AH R499 Year 2, Full Time 1.0 LO \$79,984.00 \$79,984.00

Content  
Management  
Development-Naval  
Surface Warfare  
Center, Panama  
City (O&MN,N)  
Option

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8004AJ R499	Year 2, Full Time Content Management Development-Naval Surface Warfare Center, Port Hueneme (O&MN,N) Option	1.0 LO	\$104,181.00	\$104,181.00
8004AK R499	Year 2, Full Time Content Management Development-Naval Undersea Warfare Center, Newport (O&MN,N) Option	1.0 LO	\$101,826.00	\$101,826.00
8004AL R499	Year 2, Full Time Content Management Development-Naval Undersea Warfare Center, Keyport (O&MN,N) Option	1.0 LO	\$105,848.00	\$105,848.00
8005	Option Year 1, Surge, Annual Shared Remote Content Management		\$143,984.00	
8005AA R499	Year 2, Annual Shared Remote Content Management-Superv isor of Shipbuilding and Repair, Bath (O&MN,N) Option	1.0 LO	\$17,998.00	\$17,998.00
8005AB R499	Year 2, Annual Shared Remote Content Management-Superv isor of Shipbuilding and Repair, Groton (O&MN,N) Option	1.0 LO	\$17,998.00	\$17,998.00
8005AC R499	Year 2, Annual Shared Remote Content Management-Superv	1.0 LO	\$17,998.00	\$17,998.00

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isor of  
Shipbuilding and  
Repair, Gulf  
Coast (O&MN,N)  
Option

8005AD R499 Year 2, Annual 1.0 LO \$17,998.00 \$17,998.00  
Shared Remote  
Content

Management-Superv  
isor of  
Shipbuilding and  
Repair, Newport  
News (O&MN,N)  
Option

8005AE R499 Year 2, Annual 1.0 LO \$17,998.00 \$17,998.00  
Shared Remote  
Content

Management-Comman  
der, Navy  
Regional  
Maintenance  
Center (O&MN,N)  
Option

8005AF R499 Year 2, Annual 1.0 LO \$17,998.00 \$17,998.00  
Shared Remote  
Content

Management-Southe  
ast Regional  
Maintenance  
Center (O&MN,N)  
Option

8005AG R499 Year 2, Annual 1.0 LO \$17,998.00 \$17,998.00  
Shared Remote  
Content

Management-Southw  
est Regional  
Maintenance  
Center (O&MN,N)  
Option

8005AH R499 Year 2, Annual 1.0 LO \$17,998.00 \$17,998.00  
Shared Remote  
Content

Management-Norfol  
k Ship Support  
Activity (O&MN,N)  
Option

8100 PAO Digital \$164,634.00  
Signage Service -  
Option Year 2,  
Qtr 1

8100AA R499 Monthly Funding 1.0 LO \$54,878.00 \$54,878.00

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Increment  
(O&MN,N)  
Option

8100AB R499 Monthly Funding Increment (O&MN,N) Option 1.0 LO \$54,878.00 \$54,878.00

8100AC R499 Monthly Funding Increment (O&MN,N) Option 1.0 LO \$54,878.00 \$54,878.00

8101 PAO Digital Signage Service - Option Year 2, Qtr 2 \$164,634.00

8101AA R499 Monthly Funding Increment (O&MN,N) Option 1.0 LO \$54,878.00 \$54,878.00

8101AB R499 Monthly Funding Increment (O&MN,N) Option 1.0 LO \$54,878.00 \$54,878.00

8101AC R499 Monthly Funding Increment (O&MN,N) Option 1.0 LO \$54,878.00 \$54,878.00

8102 PAO Digital Signage Service - Option Year 2, Qtr 3 \$164,634.00

8102AA R499 Monthly Funding Increment (OPN) Option 1.0 LO \$54,878.00 \$54,878.00

8102AB R499 Monthly Funding Increment (O&MN,N) Option 1.0 LO \$54,878.00 \$54,878.00

8102AC R499 Monthly Funding Increment (O&MN,N) Option 1.0 LO \$54,878.00 \$54,878.00

8103 PAO Digital Signage Service - Option Year 2, Qtr 4 \$164,634.00

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8103AA R499	Monthly Funding Increment (O&MN,N) Option	1.0 LO	\$54,878.00	\$54,878.00
8103AB R499	Monthly Funding Increment (O&MN,N) Option	1.0 LO	\$54,878.00	\$54,878.00
8103AC R499	Monthly Funding Increment (O&MN,N) Option	1.0 LO	\$54,878.00	\$54,878.00
8104	Option Year 2, Surge - Full Time Content Manager		\$1,144,078.00	
8104AA R499	Year 3, Full Time Content Management Development-Pearl Harbor Naval Shipyard (O&MN,N) Option	1.0 LO	\$111,045.00	\$111,045.00
8104AB R499	Year 3, Full Time Content Management Development-Puget Sound Naval Shipyard (O&MN,N) Option	1.0 LO	\$105,690.00	\$105,690.00
8104AC R499	Year 3, Full Time Content Management Development-Naval Surface Warfare Center, Carderock (O&MN,N) Option	1.0 LO	\$109,528.00	\$109,528.00
8104AD R499	Year 3, Full Time Content Management Development-Naval Surface Warfare Center, Philadelphia (O&MN,N) Option	1.0 LO	\$104,073.00	\$104,073.00
8104AE R499	Year 3, Full Time Content Management Development-Naval	1.0 LO	\$107,055.00	\$107,055.00

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Surface Warfare  
Center, Corona  
(O&MN,N)  
Option

8104AF R499	Year 3, Full Time Content Management Development-Naval Surface Warfare Center, Crane (O&MN,N) Option	1.0 LO	\$98,718.00	\$98,718.00
8104AG R499	Year 3, Full Time Content Management Development-Naval Surface Warfare Center, Indian Head EODTD (O&MN,N) Option	1.0 LO	\$104,376.00	\$104,376.00
8104AH R499	Year 3, Full Time Content Management Development-Naval Surface Warfare Center, Panama City (O&MN,N) Option	1.0 LO	\$82,383.00	\$82,383.00
8104AJ R499	Year 3, Full Time Content Management Development-Naval Surface Warfare Center, Port Hueneme (O&MN,N) Option	1.0 LO	\$107,306.00	\$107,306.00
8104AK R499	Year 3, Full Time Content Management Development-Naval Undersea Warfare Center, Newport (O&MN,N) Option	1.0 LO	\$104,881.00	\$104,881.00
8104AL R499	Year 3, Full Time Content Management Development-Naval Undersea Warfare Center, Keyport (O&MN,N)	1.0 LO	\$109,023.00	\$109,023.00



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Option

8105	Annual Shared				\$148,304.00
	Remote Content Management				
8105AA R499	Year 3, Annual Shared Remote Content Management-Supervisor of Shipbuilding and Repair, Bath (O&MN,N) Option	1.0	LO	\$18,538.00	\$18,538.00
8105AB R499	Year 3, Annual Shared Remote Content Management-Supervisor of Shipbuilding and Repair, Groton (O&MN,N) Option	1.0	LO	\$18,538.00	\$18,538.00
8105AC R499	Year 3, Annual Shared Remote Content Management-Supervisor of Shipbuilding and Repair, Gulf Coast (O&MN,N) Option	1.0	LO	\$18,538.00	\$18,538.00
8105AD R499	Year 3, Annual Shared Remote Content Management-Supervisor of Shipbuilding and Repair, Newport News (O&MN,N) Option	1.0	LO	\$18,538.00	\$18,538.00
8105AE R499	Year 3, Annual Shared Remote Content Management-Commander, Navy Regional Maintenance Center (O&MN,N) Option	1.0	LO	\$18,538.00	\$18,538.00
8105AF R499	Year 3, Annual Shared Remote	1.0	LO	\$18,538.00	\$18,538.00

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Content  
Management-Southe  
ast Regional  
Maintenance  
Center (O&MN,N)  
Option

8105AG R499 Year 3, Annual 1.0 LO \$18,538.00 \$18,538.00

Shared Remote  
Content  
Management-Southw  
est Regional  
Maintenance  
Center (O&MN,N)  
Option

8105AH R499 Year 3, Annual 1.0 LO \$18,538.00 \$18,538.00

Shared Remote  
Content  
Management-Norfol  
k Ship Support  
Activity (O&MN,N)  
Option

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
-----	---	-----	---	---	-----
9000	ODC	in Support of Option Year 1			\$208,000.00
9000AA R499		ODC in Support of Option Year 1 (O&MN,N) Option	1.0	LO	\$208,000.00
9100	ODC	in Support of Option Year 2			\$216,320.00
9100AA R499		ODC in Support of Option Year 2 (O&MN,N) Option	1.0	LO	\$216,320.00

**NOTES:**

**NOTE A: OPTION**

Option Item to which the OPTION clause in SECTION I applies and which is to be supplied only if and to the extent the said Option is exercised.

**NOTE B: ODC**

The Government estimates ODCs inclusive of travel costs for this Task Order to be no more than: \$200,000

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in the Base Year (CLIN 6000); \$208,000 in Option Year One (CLIN 9000); and \$216,320 in Option Year Two (CLIN 9100). This estimate must be included in Section B of the offer for each ODC CLIN. These Items are non-fee bearing CLINs and shall be priced as cost-only. Non-fee bearing refers to fee (i.e., profit), not allowable indirect costs or burdens.

**NOTE C: SURGE**

This Item is in accordance with the information in Section C - 3.0.

**NOTE D: CDRLs**

This is a "Not Separately Priced" (NSP) CLIN.

**HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005) (APPLICABLE TO ODC CLINs 6000, 9000, and 9100)**

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
  - (i) travel at U.S. Military Installations where Government transportation is available,
  - (ii) travel performed for personal convenience/errands, including commuting to and from work, and
  - (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

**HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (FIXED PRICE) (FEB 1997)** This entire task order is Firm Fixed Price.

**EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

- (a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any

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residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **1.0 SCOPE**

Contractor will provide Enterprise Digital Signage content development and programming support for NAVSEA headquarters and Field Activities (Norfolk Naval Shipyard and Portsmouth Naval Shipyard).

The task requires knowledge of and experience with Cisco Systems Inc. Digital Media Manager software; Photodex ProShow Producer 5; Adobe Creative Suite 6 Production Premium; Microsoft Office 2010 Professional, AVS Video Converter, and Snagit10 screen capture software or DADMS-approved equivalents for Digital Signage content creation.

### **2.0 BACKGROUND**

Digital Signage is a communications tool that distributes timely information to employees and visitors. This information can be in the form of emergency announcements, news, feature spots, ads, live video feeds, and television broadcast feeds that provide situational awareness, training, policy reminders, and quality-of-life information to viewers. The content is delivered via Digital Media Players mounted on display screens. NAVSEA Public Affairs officers are responsible for the review and approval of all Digital Signage content.

Content will be stored, managed and distributed to each Digital Media Player by the Digital Media Manager (DMM) via a networked IP connection. The system employs content management software within the DMM. This software is used to schedule programming and play content on multiple devices as well as to monitor network performance while tracking and reporting on the execution of scheduled events.

Digital signage content needs to be created, processed, shared, and managed so it can be readily leveraged by other NAVSEA activities. The NAVSEA Access style guide and the NAVSEA Public Affairs instruction, together with local Standard Operating Procedures provide background, necessary information, and recommended workflow to support content creation requirements, including format, file naming convention, scheduling, and file sharing.

### **3.0 TECHNICAL REQUIREMENTS**

1. The following tasks are required to provide NAVSEA HQ with content development for its Digital Signage network.

1) Support for creation and programming of content to be displayed on up to 30-50 government-furnished video screens, using a central DMM associated with the Digital Signage network (NAVSEA Access). The task requires knowledge of and experience with Cisco Systems Inc. Digital Media Manager software; Photodex ProShow Producer 5; Adobe Creative Suite 6 Production Premium; Microsoft Office 2010 Professional, AVS Video Converter, and Snagit10 screen capture software or DADMS-approved equivalents for digital signage content creation.

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a. The contractor will create, program and manage digital signage content using existing NAVSEA communications products, such as NAVSEA News Wire, Observer and All Hands,. The contractor will also create elements for safety, diversity observances, holidays, and other organizational themes using a combination of contractor and government-furnished equipment and software, in accordance with current NAVSEA policy and as directed by leadership. Digital Signage content will range from simple text, text scrolls, still images to multi-media and full motion video compatible with the Cisco Systems Inc. software and hardware. Digital Signage content will be displayed in different zones as defined in the NAVSEA Digital Signage Style guide and current Standard Operating Procedures.

b. Contactor will manage and track created content using a government-furnished multi-media tracking database.

c. Screens are to be updated weekly with content that will run on a daily schedule as defined NAVSEA Digital Signage Style guide and Standard operating procedures. Screens will run a daily 12-hour schedule from 0630 to 1830 during the workweek. Contractor will maintain the ability to schedule ad-hoc messages/content as required by command leadership.

d. Contractor will provide weather, traffic, news and sports subscription services to run as RSS feeds and zone elements in the Digital Signage network.

e. Weekly content requirements are: 1) Eight to twelve full motion multi-media elements (no audio); between 30 and 60 seconds in length; 2) Sixteen to thirty-two JPEG images with text/graphics; 3) Eight to twelve JPEG images to run in a combined Zone 2 and 3 as defined in the NAVSEA Digital Signage Style guide and Standard operating procedures. 4) Weather, traffic, news and sports subscription services; 5) RSS newsfeed.

2. The following tasks are required to support Norfolk (NNSY) and Portsmouth Naval Shipyard (PNSY) with Digital Signage Support. Daily updates to 50 display screens that contain a media content will run on an 18-hour schedule from 0630-0030 during the work week.

1) Using contractor furnished equipment, the Contractor will create, program and manage Digital Signage content from existing shipyard communications products such as Service to the Fleet, Yard lines, Town Hall, All Hands, as well as aligning and re-purposing of content from NAVSEA HQ. The contractor will also create specialized communications for safety, diversity observances, holidays, and other organizational themes. Digital Signage content will range from simple text, text scrolls, still images to multi-media and full motion video compatible with the Cisco Systems Inc. software and hardware. Contractor will create, deploy and test approximately 100 pieces of new content weekly for display in different zones as defined in the NAVSEA Digital Signage Style guide and current local Standard Operating Procedures.

2) Network management and content delivery

a. Contactor will manage and track created content using a government-furnished multi-media tracking database.

b. Work with at least one Code 1160 Public Affairs representative to ensure digital signage

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management capability is retained at NNSY.

c. Establish a workflow for content sharing between NNSY Code 1160 and PNSY Code 1160 and NAVSEA HQ.

d. Monitor status of network health from 0800-1600 Monday through Friday; report problems to Code 1230 Information Technology and/or Code 1160 Public Affairs.

3) Upon NNSY/PNSY request, the contractor will participate in meetings with government representatives and provide any expert digital signage advice required.

4) The place of performance will be primarily off-site at contractor facilities. Contractor representation in the Norfolk-Portsmouth area is required, while additional contractor support outside the Norfolk-Portsmouth area is acceptable. There will likely be requirements for on-site visits to NNSY and PNSY. Therefore, contractor personnel must have the ability to gain access to military facilities.

3. Contractor shall provide the following options for Surge capacity under this contract.

1) On an annual basis, provide full time content management development as defined above for the following other NAVSEA sites:

Pearl Harbor Naval Shipyard

Puget Sound Naval Shipyard

Naval Surface Warfare Center, Carderock

Naval Surface Warfare Center, Philadelphia

Naval Surface Warfare Center, Corona

Naval Surface Warfare Center, Crane

Naval Surface Warfare Center, Indian Head EODTD

Naval Surface Warfare Center, Panama City

Naval Surface Warfare Center, Port Hueneme

Naval Undersea Warfare Center, Newport

Naval Undersea Warfare Center, Keyport

2) On annual basis, the Contractor will also provide shared remote content manager to integrate with the local public affairs office via phone, teleconference and email specifically for the purpose of digital signage content management at the following other NAVSEA sites:

Supervisor of Shipbuilding and Repair, Bath

Supervisor of Shipbuilding and Repair, Groton

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Supervisor of Shipbuilding and Repair, Gulf Coast

Supervisor of Shipbuilding and Repair, Newport News

Commander, Navy Regional Maintenance Center

Southeast Regional Maintenance Center

Southwest Regional Maintenance Center

Norfolk Ship Support Activity

**4.0 PERIOD/PLACE OF PERFORMANCE**

Contract will consist of one (1) base year with two (2) option years. The place of performance will be Washington, D.C.

**5.0 DELIVERABLES**

1. Monthly Execution Report. This report will reflect current status of all projects, assignments, and deliverables.
2. Monthly Financial Report. This report will provide a monthly update of current financial status of the contract. It will also reflect invoices submitted and tracks to appropriate line of accounting and ACRN of awarded delivery orders. This report will be submitted in conjunction with the Executive report during invoicing
3. Digital Signage Multi-media Elements. Report will be due weekly/Ad Hoc, as outlined for review prior to programming. Include a full accounting of tasks and products/elements created in the monthly Execution Report.
4. Programming Log. Contractor will provide a weekly programming log outlining the programming schedule for the previous week.

\*\*\*\*\*

**HQ C-2-0066 CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (MAY 2012)**

- (a) Contractor personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site. Contact the Contracting Officer's Representative (COR) for specific requirements.
- (b) Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in NAVSEA/PEO government spaces. Contractors who are injured on site shall notify SEA 04RS, Safety Office, via the COR.
- (c) NAVSEA/PEO site facilities are low to mid-rise buildings with elevators and a contractor-operated restaurant facility in building 197. Utility areas, electrical/phone closets and the roof are generally secured areas with restricted access. NAVSEA/PEO HQ sites generally exhibit low



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hazards with no personal protection equipment (PPE) requirements. Hazards are those typically found in an office environment. Slips, trips and falls on wet/icy surfaces, pest control, and ergonomic concerns are the primary hazards. It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves.

(d) Contractors whose employees perform work within NAVSEA/PEO government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to SEA 04RS via the Contracting Officer's Representative by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred.

(e) Any contractor employee exhibiting unsafe behavior may be removed from the NAVSEA/PEO site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

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## **SECTION D PACKAGING AND MARKING**

**APPLICABLE TO ALL ITEMS** - There are no packaging or marking requirements for the services order under this Task Order. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below or as specified in the Technical Instructions.

**HQ D-1-0001 DATA PACKAGING LANGUAGE** - All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

**HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)** - All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

*Pat Dolan (SEA 00D) - Washington Navy Yard, DC*

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

## **SECTION E INSPECTION AND ACCEPTANCE**

### **CLAUSES INCORPORATED BY REFERENCE**

52.246-2 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1986)

### **CLAUSES INCORPORATED IN FULL TEXT**

#### **INSPECTION AND ACCEPTANCE LANGUAGE FOR SERVICES**

Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

#### **HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA**

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD1423.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

5000AA	9/30/2013 - 12/31/2013
5000AB	9/30/2013 - 12/31/2013
6000AA	9/20/2013 - 9/19/2014
6000AB	9/30/2014 - 12/31/2015
6000AC	9/30/2013 - 12/31/2013

**For planning purposes, the anticipated award date is 20 September 2013. All CLINs and SLINs will be updated to reflect dates upon award.**

### CLIN - DELIVERIES OR PERFORMANCE

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

5000AA	9/30/2013 - 12/31/2013
5000AB	9/30/2013 - 12/31/2013
6000AA	9/20/2013 - 9/19/2014
6000AB	9/30/2014 - 12/31/2015
6000AC	9/30/2013 - 12/31/2013

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

5000AC	9/30/2013 - 12/31/2013
5001AA	12/20/2013 - 1/19/2014
5001AB	1/20/2014 - 2/19/2014
5001AC	2/20/2014 - 3/19/2014
5002AA	3/20/2014 - 4/19/2014
5002AB	4/20/2014 - 5/19/2014
5002AC	5/20/2014 - 6/19/2014
5003AA	6/20/2014 - 7/19/2014
5003AB	7/20/2014 - 8/19/2014
5003AC	8/20/2014 - 9/19/2014
5004AA	9/20/2013 - 9/19/2014
5004AB	9/20/2013 - 9/19/2014
5004AC	9/20/2013 - 9/19/2014
5004AD	9/20/2013 - 9/19/2014
5004AE	9/20/2013 - 9/19/2014
5004AF	9/20/2013 - 9/19/2014

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5004AG	9/20/2013 - 9/19/2014
5004AH	9/20/2013 - 9/19/2014
5004AJ	9/20/2013 - 9/19/2014
5004AK	9/20/2013 - 9/19/2014
5004AL	9/20/2013 - 9/19/2014
5005AA	9/20/2013 - 9/19/2014
5005AB	9/20/2013 - 9/19/2014
5005AC	9/20/2013 - 9/19/2014
5005AD	9/20/2013 - 9/19/2014
5005AE	9/20/2013 - 9/19/2014
5005AF	9/20/2013 - 9/19/2014
5005AG	9/20/2013 - 9/19/2014
5005AH	9/20/2013 - 9/19/2014
8000AA	9/20/2014 - 10/19/2014
8000AB	10/20/2014 - 11/19/2014
8000AC	11/20/2014 - 12/20/2014
8001AA	12/20/2014 - 1/19/2015
8001AB	1/20/2015 - 2/19/2015
8001AC	2/20/2015 - 3/19/2015
8002AA	3/20/2015 - 4/19/2015
8002AB	4/20/2015 - 5/20/2015
8002AC	5/20/2015 - 6/19/2015
8003AA	6/20/2015 - 7/19/2015
8003AB	7/20/2015 - 8/19/2015
8003AC	8/20/2015 - 9/19/2015
8004AA	9/20/2014 - 9/19/2015
8004AB	9/20/2014 - 9/19/2015
8004AC	9/20/2014 - 9/19/2015
8004AD	9/20/2014 - 9/19/2015
8004AE	9/20/2014 - 9/19/2015
8004AF	9/20/2014 - 9/19/2015
8004AG	9/20/2014 - 9/19/2015
8004AH	9/20/2014 - 9/19/2015
8004AJ	9/20/2014 - 9/19/2015
8004AK	9/20/2014 - 9/19/2015
8004AL	9/20/2014 - 9/19/2015
8005AA	9/20/2014 - 9/19/2015
8005AB	9/20/2014 - 9/19/2015
8005AC	9/20/2014 - 9/19/2015
8005AD	9/20/2014 - 9/19/2015
8005AE	9/20/2014 - 9/19/2015
8005AF	9/20/2014 - 9/19/2015
8005AG	9/20/2014 - 9/19/2015
8005AH	9/20/2014 - 9/19/2015
8100AA	9/20/2015 - 10/19/2015
8100AB	10/20/2015 - 11/19/2015

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8100AC	11/20/2015 - 12/19/2015
8101AA	12/20/2015 - 1/19/2016
8101AB	1/20/2016 - 2/19/2016
8101AC	2/20/2016 - 3/19/2016
8102AA	3/20/2016 - 4/19/2016
8102AB	4/20/2016 - 5/19/2016
8102AC	6/1/2016 - 6/30/2016
8103AA	6/20/2016 - 7/19/2016
8103AB	7/20/2016 - 8/19/2016
8103AC	8/20/2016 - 9/19/2016
8104AA	9/20/2015 - 9/19/2016
8104AB	9/20/2015 - 9/19/2016
8104AC	9/20/2015 - 9/19/2016
8104AD	9/20/2015 - 9/19/2016
8104AE	9/20/2015 - 9/19/2016
8104AF	9/20/2015 - 9/19/2016
8104AG	9/20/2015 - 9/19/2016
8104AH	9/20/2015 - 9/19/2016
8104AJ	9/20/2015 - 9/19/2016
8104AK	9/20/2015 - 9/19/2016
8104AL	9/20/2015 - 9/19/2016
8105AA	9/20/2015 - 9/19/2016
8105AB	9/20/2015 - 9/19/2016
8105AC	9/20/2015 - 9/19/2016
8105AD	9/20/2015 - 9/19/2016
8105AE	9/20/2015 - 9/19/2016
8105AF	9/20/2015 - 9/19/2016
8105AG	9/20/2015 - 9/19/2016
8105AH	9/20/2015 - 9/19/2016
9000AA	9/20/2014 - 9/19/2015
9100AA	9/20/2015 - 9/19/2016

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## SECTION G CONTRACT ADMINISTRATION DATA

### CLAUSES INCORPORATED BY REFERENCE:

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

### CLAUSES INCORPORATED BY FULL TEXT

#### **52.204-99 -- System for Award Management Registration (August 2012) (DEVIATION)**

(a) *Definitions.* As used in this clause-

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the

CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned

by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the **SAM** database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the **SAM** database;

(2) The Contractor's CAGE code is in the **SAM** database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the **SAM** registration process.

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"System for Award Management (**SAM**)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

- (1) Data collected from prospective federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and
- (3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b)

(1) The Contractor shall be registered in the **SAM** database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.



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- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) Reserved.
- (e) Processing time for registration in **SAM**, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.
- (f) The contractor is responsible for the accuracy and completeness of the data within the **SAM** database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the **SAM** database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the **SAM** database to ensure it is current, accurate and complete. Updating information in the **SAM** does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1)
  - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-
    - (A) Change the name in the **SAM** database;
    - (B) Comply with the requirements of subpart 42.12 of the FAR; and
    - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
  - (ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the **SAM** information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments,

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as appropriate, in the **SAM** record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the **SAM** database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

### **HQ G-2-0002 CONTRACT ADMINISTRATION DATA**

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

### **HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE**

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

POINTS OF CONTACT - The Government points of contact for this Task Order are as follows:

#### **OMBUDSMAN (NAVSEA AND OVERARCHING)**

Naval Sea Systems Command

Attn: Randy Onders

1333 Isaac Hull Avenue, SE

Washington Navy Yard, DC 20376

Telephone: 202-781-3678

e-mail: [Randal.Onders@navy.mil](mailto:Randal.Onders@navy.mil)

#### **PROCURING CONTRACTING OFFICER (PCO)**

Naval Sea Systems Command

Attn: Mercedes Burrell, SEA 0265

1333 Isaac Hull Avenue, SE

Washington Navy Yard, DC 20376

Telephone: (202) 781-1843

e-mail: [mercedes.burrell@navy.mil](mailto:mercedes.burrell@navy.mil)

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## **PURCHASE OFFICE REPRESENTATIVE (POR)\***

Naval Sea Systems Command

Attn: Bernard Dailey

1333 Isaac Hull Avenue, SE

Washington Navy Yard, DC 20376

Telephone: (202) 781-2846

e-mail: [bernard.dailey@navy.mil](mailto:bernard.dailey@navy.mil)

*\*Note that the POR is the Contract Specialist*

## **CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

Naval Sea Systems Command

Attn: Patricia Dolan

1333 Isaac Hull Avenue SE

Washington Navy Yard, DC 20376

Telephone: 202-781-2975

e-mail: [Patricia.Dolan@navy.mil](mailto:Patricia.Dolan@navy.mil)

## **HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)**

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract.

This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

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

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

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

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

Invoice (FFP Supply & Service)

Invoice and Receiving Report Combo (FFP Supply)

**X Invoice as 2-in-1 (FFP Service Only LABOR SLINs)**

**X Cost Voucher (Cost Reimbursable ODC SLINs)**

Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC N00024

Admin DODAAC S0302A

Pay Office DODAAC HQ0339

Inspector DODAAC N00024

Service Acceptor DODAAC N00024

Service Approver DODAAC N00024

Ship To DODAAC See Section F

DCAA Auditor DODAAC HAA454

LPO DODAAC N/A

Inspection Location See Section E

Acceptance Location See Section E

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) 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.

Supporting documentation in WAWF for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODCs

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(materials and travel), by line item task or subtask.

Subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

(f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

**Send Additional Email Notification To:**

[Patricia.Dolan@navy.mil](mailto:Patricia.Dolan@navy.mil)

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

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

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or [margaret.morgan@navy.mil](mailto:margaret.morgan@navy.mil).

Accounting Data

SLINID	PR Number	Amount
5000AA	1300376663	51728.00
LLA :		
AA 1731804 60BA 252 39040 068732 2D C30623 390403NDCNUQ		
5000AB	1300376663	51728.00
LLA :		
AB 1731804 60BA 252 42158 068732 2D C31239 421583N19YUQ		
6000AB	1300376663	5000.00
LLA :		

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AA 1731804 60BA 252 39040 068732 2D C30623 390403NDCNUQ

6000AC 1300376663 5000.00

LLA :

AB 1731804 60BA 252 42158 068732 2D C31239 421583N19YUQ

BASE Funding 113456.00

Cumulative Funding 113456.00

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM	ALLOTTED TO COST	ALLOTTED TO FIXED FEE	ALLOTTED TO AWARD FEE	CPFF	M/HS	EST. POP
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(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs 5000AA, 5000AB, 6000AB and 6000AC are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

### NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed

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to be references to the appropriate sections of the FAR/DFARS.

**NAVSEA 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM  
(OCT 2006)**

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center

P.O. Box 8000

Corona, CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

Internet: <http://www.gidep.org>

**NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.



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## **SECTION I CONTRACT CLAUSES**

### **CLAUSES INCORPORATED BY REFERENCE**

FAR 52.202-1 -- DEFINITIONS (JUL 2004)

FAR 52.203-3 -- GRATUITIES (APR 1984)

FAR 52.203-5 -- COVENANT AGAINST CONTINGENT FEES (APR 1984)

FAR 52.203-6 -- RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

FAR 52.203-7 -- ANTI-KICKBACK PROCEDURES (OCT 2010)

FAR 52.203-8 -- CANCELLATION RESCISSION, AND RECOVERY OFFUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

FAR 52.203-10 - PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY

(JAN 1997)

FAR 52.203-12--LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

FAR 52.203-13--CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)

FAR 52.204-2 -- SECURITY REQUIREMENTS (AUG 1996)

FAR 52.204-4 -- PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)

FAR 52.204-9 -- PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

(JAN 2011)

FAR 52.204-10--REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (JUL 2010)

FAR 52.209-6 -- PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED,

OR PROPOSED FOR DEBARMENT (DEC 2010)

FAR 52.209-10--PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2011)

FAR 52.210-1 -- MARKET RESEARCH (APR 2011)

FAR 52.215-10--PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (OCT 2010)

FAR 52.215-23--LIMITATION ON PASS-THROUGH CHARGES (OCT 2009)

FAR 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

FAR 52.219-8 -- UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)

FAR 52.219-9 -- SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)

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

FAR 52.219-16--LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)

FAR 52.219-28--POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION

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(APR 2009)

FAR 52.222-21 -- PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)  
FAR 52.222-26 -- EQUAL OPPORTUNITY (MAR 2007)  
FAR 52.222-35 -- EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)  
FAR 52.222-36 -- AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)  
FAR 52.222-37 -- EMPLOYMENT REPORTS VETERANS (SEP 2010)  
FAR 52.222-50 -- COMBATING TRAFFICKING IN PERSONS (FEB 2009)  
FAR 52.222-54 -- EMPLOYMENT ELIGIBILITY VERIFICATION  
FAR 52.223-5 Alt II - POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION - ALTERNATE II (MAY 2011)  
FAR 52.223-6 -- DRUG-FREE WORKPLACE (MAY 2001)  
FAR 52.223-10 -- WASTE REDUCTION PROGRAM (MAY 2011)  
FAR 52.223-18 -- CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)  
FAR 52.225-13 -- RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)  
FAR 52.232-1 -- PAYMENTS (APR 1984)  
FAR 52.232-11 -- EXTRAS (APR 1984)  
FAR 52.232-18 -- AVAILABILITY OF FUNDS (APR 1984)  
FAR 52.232-25 -- PROMPT PAYMENT (OCT 2008)  
FAR 52.232-33 -- PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (OCT 2003)  
FAR 52.233-1 -- DISPUTES (JUL 2002)  
FAR 52.233-2 -- SERVICE OF PROTEST  
FAR 52.233-3 -- PROTEST AFTER AWARD (AUG 1996)  
FAR 52.233-4 -- APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)  
FAR 52.237-2 -- PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)  
FAR 52.242-3 -- PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)  
FAR 52.242-4 -- CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)  
FAR 52.242-13--BANKRUPTCY (JUL 1995)  
FAR 52.243-1 -- CHANGES - FIXED PRICE (AUG 1987)  
FAR 52.244-2 -- SUBCONTRACTS (OCT 2010)  
FAR 52.244-6 -- SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)  
FAR 52.246-25-- LIMITATION OF LIABILITY-SERVICES (FEB 1997)  
FAR 52.249-2 -- TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (MAY 2004)  
FAR 52.249-14--EXCUSABLE DELAYS (APR 1984)  
FAR 52.250-1 Alt I --INDEMNIFICATION UNDER PUBLIC LAW 85-804 ALT I (APR 1984)  
FAR 52.252-6 -- AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)  
FAR 52.253-1 -- COMPUTER GENERATED FORMS (JAN 1991)  
252.201-7000 -- CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

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- 252.203-7000 -- REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (JAN 2009)
- 252.203-7001 -- PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT RELATED FELONIES (DEC 2004)
- 252.203-7002 -- REQUIRMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009)
- 252.203-7003 -- AGENCY OFFICE OF THE INSPECTOR GENERAL (SEP 2010)
- 252.204-7000 -- DISCLOSURE OF INFORMATION (DEC 1991)
- 252.204-7003 -- CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- 252.204-7004 -- ALTERNATE A, CNETRAL CONTRACTOR REGISTRATION (SEP 2007)
- 252.204-7005 -- ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
- 252.204-7008 -- EXPORT-CONTROLLED ITEMS (APR 2010)
- 252.205-7000 -- PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
- 252.209-7004 -- SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED  
BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)
- 252.215-7000 -- PRICING ADJUSTMENTS (DEC 1991)
- 252.215-7002 -- COST ESTIMATING SYSTEM REQUIREMENTS (MAY 2011)
- 252.216-7006 -- ORDERING (MAY 2011)
- 252.217-7000 Alt I -- EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS ALT I (DEC 1991)
- 252.219-7003 -- SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (OCT 2010)
- 252.223-7004 -- DRUG-FREE WORK FORCE (SEP 1988)
- 252.225-7043 -- ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)
- 252.227-7013 -- RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS (MAR 2011)
- 252.227-7015 -- RIGHTS IN TEHCNICAL DATA-COMMERCIAL ITEMS (MAR 2011)
- 252.227-7016 -- RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)
- 252.227-7025 -- LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAR 2011)
- 252.227-7037 -- VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
- 252.232-7007 -- LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)
- 252.232-7010 -- LEVIES ON CONTRACT PAYMENTS (DEC 2006)
- 252.237-7010 -- PROHIBITION ON INTERROGATION OF DETAINEES BY CONTACTOR PERSONNEL (NOV 2010)
- 252.243-7002 -- REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
- 252.244-7001 -- CONTRACTOR PURCHASING SYSTEM ADMINISTRATION (MAY 2011)

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## **CLAUSES INCORPORATED BY FULL TEXT**

### **52.244-2 -- Subcontracts (Oct 2010)**

a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

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- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
- (a) The principal elements of the subcontract price negotiations;
  - (b) The most significant considerations controlling establishment of initial or revised prices;
  - (c) The reason certified cost or pricing data were or were not required;
  - (d) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
  - (e) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (f) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -
- (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit

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filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

### **252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (JAN 2009)**

(a) *Definition.* "Covered DoD official," as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 403(16) with a value in excess of \$10 million, and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 423(e)(3).

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**FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm Fixed Price Order resulting from this solicitation.

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)**

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

*Note: The Government has the right within the time constraints stated below to fully exercise each of the below options CLINs for the full level of effort stated in Section B or to partially exercise each of the below Option CLINs for less than the full level of effort stated in Section B and may exercise the Option for each CLIN multiple times until the entire level of effort for that CLIN is awarded.*

<b>ITEMS</b>	<b><u>LATEST OPTION EXERCISE DATE</u></b>
5000 Series	Within the first 12 months after the Task Order Award date
8000 Series	No later than 24 months after the Task Order Award date
8100 Series	No later than 36 months after the Task Order Award date
9000	No later than 12 months after the Task Order Award date
9100	No later than 24 months after the Task Order Award date

(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 option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

**52.204-9 -- Personal Identity Verification of Contractor Personnel (Sep 2007)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of

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Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

### **52.203-16 Preventing Personal Conflicts of Interest. (DEC 2011)**

(a) *Definitions.* As used in this clause—

*Acquisition function closely associated with inherently governmental functions* means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

*Covered employee* means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

*Non-public information* means any Government or third-party information that—

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise



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protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

*Personal conflict of interest* means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A *de minimis* interest that would not “impair the employee's ability to act impartially and in the best interest of the Government” is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are—

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from—

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall—

(1) Have procedures in place to screen covered employees for potential personal conflicts of

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interest, by—

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee—

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation—

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered

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employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—

- (i) Failure by a covered employee to disclose a personal conflict of interest;
- (ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and
- (iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) *Mitigation or waiver.* (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—

- (i) Agreement to a plan to mitigate the personal conflict of interest; or
- (ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall—

- (i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or
- (ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontract flowdown.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—

- (1) That exceed \$150,000; and
- (2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions ( *i.e.*, instead of performance only by a self-employed individual).

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## **SECTION J LIST OF ATTACHMENTS**