

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 25	3. EFFECTIVE DATE 02-Aug-2011	4. REQUISITION/PURCHASE REQ. NO. N00178-05-D-4357	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR SSC ATLANTIC (Charleston) P.O. BOX 190022 North Charleston SC 29419-9022 tiffani.bush@navy.mil 843-218-6262	CODE N65236	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Gstek 1100 Madison Plaza, Suite A Chesapeake VA 23320-5163		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4357-V702
		10B. DATED (SEE ITEM 13) 17-Mar-2008
CAGE CODE 00HY8	FACILITY CODE	

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[ ]	
[X]	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). FAR 43.103(b)
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[ ]	D. OTHER (Specify type of modification and authority)

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) William F Tobin, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/William F Tobin (Signature of Contracting Officer)	03-Aug-2011

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 correct the Line of Accounting for ACRN AG, SLIN 400303. 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:

400303:

From: AG 1711804 60TN 257 70272 068566 2D XA0001 702721ABCTSQ

To: AG AG 1711804 60TN 233 70272 R 068566 2D XA0001 702721ABCTS N

The total amount of funds obligated to the task is hereby increased from [REDACTED]

The total value of the order is hereby increased from [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
1001	Labor in support of NCTAMS Cable Plant Technical Support Services BASE YEAR (OTHER)	1.0 LO		
100101	ACR:AA Labor in support of all tasks and deliverables as defined in PWS (OMN) (OTHER)			
100102	ACR:AB Labor in support of all tasks and deliverables as defined in PWS (OMN) (OTHER)			
100103	ACR:AC Labor in support of all tasks and deliverables as defined in the PWS (OMN) (OTHER)			
100104	ACR:AA Labor in support of all tasks and deliverables as defined in the PWS (OMN) (OTHER)			
100105	ACRN:AA Labor in support of all task and deliverables as defined in the PWS (OMN) (OTHER)			
100106	ACRN:AC Labor in support of all tasks and deliverables as defined in the PWS (OMN) (OTHER)			
100107	ACRN:AC Labor in support of all tasks and deliverables as defined in the PWS (O&MN,N)			
1002	Labor in support of NCTAMS Cable Plant Technical Support Services 1st OPTION YEAR (OTHER)	1.0 LO		
100201	ACRN:AC LABOR IN SUPPORT OF ALL TASKS AND DELIVERABLES DEFINED IN THE PWS (O&MN,N)			

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100202 ACRN:AD LABOR IN  
SUPPORT OF ALL  
TASKS AND  
DELIVERABLES  
DEFINED IN THE  
PWS (O&MN,N)

100203 ACRN:AE LABOR IN  
SUPPORT OF ALL  
TASKS AND  
DELIVERABLES  
DEFINED IN THE  
PWS 8.1 (O&MN,N)

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
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3001	ODC in support of NCTAMS Cable Plant Technical Support Services for CLIN 1001 BASE YEAR (OTHER)	1.0 LO
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300101 ACR:AA ODC in  
support of all  
tasks listed in  
the PWS. (OMN)  
(OTHER)

300102 ACR:AB ODC in  
support of all  
tasks listed in  
the PWS (OMN)  
(OTHER)

300103 ACR:AC ODC in  
support of all  
tasks listed in  
the PWS (OMN)  
(OTHER)

300104 ACR:AA ODC in  
support of all  
tasks listed in  
the PWS. (OMN)  
(OTHER)

300105 ACR:AA ODC in  
support of all  
tasks listed in  
the PWS (OMN)  
(OTHER)

300106 ACRN:AA ODC in  
support of all  
tasks listed in  
the PWS (OMN)  
(OTHER)

300107 ACRN:AC ODC in  
support of all  
tasks listed in  
the PWS (OMN)  
(OTHER)

300108 ACRN:AC ODC in  
support of all  
task listed in  
the PWS (O&MN,N)

3002	ODC in support of NCTAMS Cable Plant Technical	1.0 LO
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Support Services  
for CLIN 1002  
1ST OPTION YEAR  
(OTHER)

300201 ACRN:AC ODC IN  
SUPPORT OF ALL  
PWS TASKS  
(O&MN,N)

300202 ACRN:AD ODC IN  
SUPPORT OF ALL  
PWS TASKS  
(O&MN,N)

300203 ACRN:AE ODC IN  
SUPPORT OF ALL  
PWS PARAGRAPHS  
8.1 TASKS  
(O&MN,N)

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
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4003	Labor in support of NCTAMS Cable Plant Technical Support Service 2ND OPTION YEAR (OTHER)	1.0 LO		
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400301 LABOR IN SUPPORT  
OF PWS PARAGRAPHS  
8.1, 8.2, 8.4,  
8.5, 8.6, 8.7,  
8.8, 8.11 AND  
8.12 (O&MN,N)

400302 LABOR IN SUPPORT  
OF PWS PARAGRAPHS  
8.1, 8.2, 8.4,  
8.5, 8.6, 8.7,  
8.8, 8.11 AND  
8.12 (O&MN,N)

400303 LABOR IN SUPPORT  
OF PWS PARAGRAPHS  
8.1, 8.2, 8.4,  
8.5, 8.6, 8.7,  
8.8, 8.11 AND  
8.12 (O&MN,N)

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
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6003	ODC in support of NCTAMS Cable Plant Technical Support Services for CLIN 4003 2nd OPTION YEAR (OTHER)	1.0 LO
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600301 ODC IN SUPPORT OF  
PWS PARAGRAPHS  
8.1, 8.2, 8.4,  
8.5, 8.6, 8.7,  
8.8, 8.11 AND  
8.12 (OPN)

600302 ODC IN SUPPORT OF  
PWS PARAGRAPHS

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8.1, 8.2, 8.4,  
8.5, 8.6, 8.7,  
8.8, 8.11 AND  
8.12 (OTHER)

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

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

[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  
Option 2

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

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 \_\_\_ 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.

(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.

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#### ADDITIONAL SLINS

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

#### LIMITATION OF LIABILITY – INCREMENTAL FUNDING

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to [REDACTED]. It is estimated that these funds will cover the cost of performance through 16 Mar 11. Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of [REDACTED] shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLIN	TOTAL CPFF	FUNDS THIS ACTION	TOTAL FUNDS AVAILABLE	BALANCE UNFUNDED
1001, 3001	[REDACTED]			
1002, 3002				
4003, 6003				

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

Short Title: NCTAMS LANT Base Communications Technical Support

SPAWARSYSCEN – CHARLESTON, Code 52650

### 1.0 INTRODUCTION

The Department of the Navy, Space and Naval Warfare System Center Charleston is required to provide on-site technical services specific to inside premise wiring for Central Office (CO) CENTREX analog, and Integrated Switched Digital Network (ISDN) switched voice/data services, switch administration services and inside premise wiring specific to customer premise maintenance, associated with government owned PBXs, technical services specific to installations, relocations, move, additions, changes and removals supporting CENTREX and government-owned switches, outside plant cable technical services, including maintenance and new cable requirements at Naval Station (NAVSTA) Norfolk, Naval Support Activity Norfolk, Joint Expeditionary Base (JEB) Little Creek Fort Story, Naval Air Station Oceana (NAS Oceana), Naval Air Station Oceana Dam Neck Annex (NAS Oceana Dam Neck Annex), Naval Weapons Station Yorktown (NWS Yorktown) to include Cheatham Annex, Norfolk Naval Shipyard Portsmouth (NNSY) to include St. Julien's Creek and Naval Support Activity Northwest, Chesapeake VA.

### 2.0 BACKGROUND

There is a continuous requirement to provide the Base Communications Offices (BCOs) within Hampton Roads with day-to-day operational support, management, guidance, acquisition, and technical support services for the operations, administration, and maintenance of naval facilities within this area. The department has approximately 100 civilian contractors and military personnel to carry out these responsibilities. Base communications responsibility for telecommunications support has increased. New telecommunications infrastructure and equipment to support voice and data networks has been installed. Near term projects for extensive upgrade to the copper and fiber optic facilities for Naval Bases are planned. These new installations and planned projects consist of switching networks, supporting analog/digital voice and ISDN services to include video teleconference capabilities. In order to accomplish these tasks in an efficient and economical manner, NCTAMS LANT BCO requires specialized knowledge of the CENTREX switching systems, Lucent DEFINITY platforms, Nortel 61C Private Branch Exchanges (PBXs), Communication Managers (CMs), and planned Voice over Internet Protocol (VoIP) solutions specific to inside wiring and technical expertise to support both existing daily operations and the planned upgrades of inside and outside plants.

### 3.0 SCOPE

The Objective of this Task Order is to provide NCTAMS LANT Hampton Roads Base



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Communications Offices (BCOs) at Naval Station Norfolk (NAVSTA), Naval Support Activity Norfolk, Joint Expeditionary Base (JEB) Little Creek Fort Story, Norfolk Naval Shipyard, Naval Air Station Oceana, Naval Air Station Oceana Dam Neck Annex, Naval Weapon Station, Yorktown and Naval Support Activity Northwest, Chesapeake, VA with telecommunications services, including the transport of voice, video and data information to Navy and DoD activities in the Hampton Roads area. These facilities span a range of over 50 miles and consist of over 17,850 acres with combined cable plants of over 200,000 copper pairs and 7,000 fiber optic pairs.

#### 4.0 PLACE OF PERFORMANCE

Work shall be performed at the following locations:

- a. Contractors facility Tidewater, VA
- b. St. Julien's Creek Annex, Portsmouth, VA
- c. NCTAMS LANT Naval Station, Norfolk, VA
- d. Norfolk Naval Station, Norfolk, VA
- e. Joint Expeditionary Base (JEB) Little Creek Fort Story
- f. Norfolk Naval Shipyard (including St. Julien's Creek), Portsmouth, VA
- g. Naval Air Station Oceana, Virginia Beach, VA
- h. NAS Oceana Dam Neck Annex (including Camp Pendleton), Virginia Beach, VA
- i. Naval Weapon Station Yorktown (including Cheatham Annex), Yorktown, VA
- j. Naval Support Activity, Northwest, Chesapeake, VA

#### 5.0 APPLICABLE DIRECTIVES / REFERENCES

Document Type	No./Version	Title
Specifications	ANSI/TIA/EIA 606-A	Administration Standard for Commercial Telecommunication Infrastructure
Specifications	ANSI/TIA/EIA 569-B	Commercial Building Standards for Telecommunications Pathways and Spaces
Specifications	ANSI/TIA/EIA 569-B.1	Commercial Building Standards for Telecommunications Pathways & Spaces, Part 1 General Requirements
Specifications	ANSI/TIA/EIA 569-B.2	Commercial Building Standards for Telecommunications Pathways & Spaces, Part 2 Balanced Twisted Pair Cabling Components
Specifications	ANSI/TIA/EIA 569-B.3	Commercial Building Standards for Telecommunications Pathways & Spaces, Part 3 Optical Fiber Cabling Components

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Specifications	ANSI/IESNA RP-1-04	American National Standard Practice for Office Lighting
Specifications	ASHRAE	Underfloor Air Distribution (UFAD) Design Guide
Specifications	DoD Regulation 5200.1-R	Information Security Program, Appendix 7 – Physical Security for Vault and Secure Room Construction Standards
Specifications	IEEE Std 1100-1999	Recommended Practices Powering and Grounding Electronic Equipment.
Specifications	NSTISSI NO 7003	National Security Telecommunications and Information Systems Security Instruction, Protected Distribution System
Specifications	NSTISSAM/2-95	National Security Telecommunications and Information Systems Security Advisory Memorandum
Specifications		Technical Guide for Installation Infrastructure Architecture (I3A)
Specifications	UFC 4-140-03	Command and Control Facilities
Specifications	UFC 3-260-01	Airfield and Heliport Design
Specifications	DCID 6/9	Manual for Physical Security Standards for Sensitive Compartmented Information Facilities

## 6.0 SECURITY

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

## 7.0 TASK ORDER MANAGER (TOM)

The Contracting Officers Representative (COR)/Task Order Manager (TOM) for this Task Order: [REDACTED]

## 8.0 PERFORMANCE REQUIREMENTS

The purpose of this task is to provide technical, maintenance, and installation support for both inside and outside cable plants at all locations identified in the places of performance.

The inside cable plant includes but is not limited to: analog and digital telephone service and sets, ISDN

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service and sets, installation of telephone service behind Key Service Units (KSU)s, perform F1 to F2 cross-connect moves, adds and changes (F2 to F3) between base demarcation points and buildings and piers. The contractor shall also perform cable unloading for ISDN, T1, data circuits, alarms circuits, or other digital service and perform line conditioning and removal of bridge taps and heat coils. The contractor shall provide customer or end-user support for system problems, database entries, and troubleshooting and repair of customer premise wiring from the building Network Interface Device (NID) to the building inside wiring demarcation point. The BCO's Communication Specialist will identify tasks and specify times for completion of tasks via a Dedicated Technician Report or cable services work order. The contractor's technician shall accomplish tasks on their own as BCO work group members. The contractor's technician will be responsible for the following tasks which are a representative, but not all-inclusive list.

The outside cable plant shall include all aerial, direct buried, fiber optic and underground cable facilities, air-core cable, air pressurization systems including Hercules monitoring equipment, sensors, compressors, desiccants, regulators, and nitrogen bottles. The contractor shall provide customer or end-user support for system problems, database entries, troubleshooting and repair of all copper and fiber telecommunication cabling. The TOM shall identify tasks and specify times for completion of tasks. The contractor's technicians shall accomplish tasks on their own as BCO work group members. The Outside Plant Cable Splicing Technicians will be responsible for the following tasks which are a representative, but not all-inclusive list.

8.1 For all sites, the contractor shall develop and maintain a monthly Base Cable Services Trouble Log. The trouble log shall include a standard defined code set of troubles (e.g. inside wiring, outside cable plant, air pressure alarm) and response actions for TOM review and approval. The trouble log will record: time of notification, time of clearing of trouble, trouble/response code, man-hours and categories expended, vehicle hours utilized, and materials costs, and total sum of all categories. (CDRL A001)

8.2 The contractor shall maintain GFI Cable Assignment and Information Retrieval System (CAIRS) (CDRL A002) database for all voice, video, and data circuits located at Naval Station Norfolk, Naval Support Activity Norfolk and Joint Expeditionary Base (JEB) Little Creek Fort Story. CAIRS support at Norfolk Naval Shipyard, NAS Oceana Dam Neck Annex, NAS Oceana, WPSTA Yorktown is government furnished and government maintained. Contractor shall periodically review the database to purge disconnected circuits and damaged or faulty pairs. Contractor shall prepare CAIRS "Cable Records," "Cable Fill Percentage," "Cable Analysis," Cable/Terminations Service," "Termination," "Termination Fill Percentage," "Termination and Cable," "Circuit," and "Circuit Summary" standard reports in hard-copy and provide them to the TOM upon request within 3 business days. All software, licenses, and PC (and related peripherals including a b/w laser printer capable of 8.5" X 11", 8.5 X 14", and 11" X 17" pages) shall be considered Contractor Furnished Equipment. CAIRS Software and PC hardware maintenance shall be the responsibility of the contractor. CAIRS is available from Unique Communications. TOM or his/her representative(s) shall be authorized access to CAIRS data on a read-only basis. Address for Unique Communications is:

Unique Communications.  
375 N. Stephanie Street, Suite 1211  
Henderson NV 89014  
Contact: Len Vanderhoven, President

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Phone: (702) 216-4120

8.3 The contractor shall perform the following tasks in support of GFE air pressurization systems (APS) supporting air core cable: monitor, on a 24/7 basis, air pressurization systems, maintain pressure levels to industry standards (if contractor cannot maintain pressure levels due to deterioration of APS hardware, contractor repairs failed component), record pressure readings daily (7 days/week)(CDRL A003); retention of records in electronic form is acceptable, perform Preventive Maintenance (PM) in accordance with manufacturers recommendations, programming, reprogramming, and/or resetting of monitoring equipment, provide monthly reports documenting PM, results of analysis and recommendations. The replacement of APS (underground/aerial) main distribution hardware manifolds/valves/splice case) are not all inclusive of preventive maintenance. Navy BCO Managers are responsible for receiving APS alarm calls. When the alarms occur, the Navy site TPOC will make the determination if the alarm state is classified as a major or minor alarm. Major alarms will be generally defined as those requiring immediate attention to APS system equipment (such as but not limited to compressors) or imminent service failure effecting APS-supported air-core cable degradation. All other alarms will generally be considered minor alarms.

8.4 For all sites, the contractor shall provide cost estimates for work expense line items. Estimates must be on contractor letterhead and shall consist of: date of issuance, signature block, contract delivery order number, a number to correspond to concurrent issuance of estimates throughout the contract period, format shall be first two digits corresponding to last two digits of fiscal year followed by hyphen followed by four digits (CDRL A004).

8.5 On a semi-annual basis, the contractor shall provide an Outside Cable Condition Report; report shall identify deficiencies in cable, cable pairs, air pressurization systems, pier jacks, physical (not telephone) facilities, and quality of cables judged to be in poor condition and provide recommendations for correcting deficiencies; report shall also provide recommendations of methods to lower cable operating cost. On a quarterly basis, provide a Base Cable Service Availability Report; report shall detail the available cable pairs for service by base, building number, cable and pairs. On a weekly basis, provide a Disconnected Service Report; report shall detail cable pairs discounted by base, building number, cable pairs, and dates disconnected (CDRL A005).

8.6 The contractor shall provide a quarterly Contractor Staffing Report listing personnel assigned to the contract including listing names, job titles, security clearance status/level, and cellular and/or pager numbers (CDRL A006).

8.7 The contractor shall provide a Weekly Contract Labor Hours Expended Report listing labor expended by line item under the contract for validation of Delivery Order cost (CDRL A007).

8.8 The contractor shall install, test, troubleshoot, maintain and repair pier jacks, pier terminals and cabling on NAVSTA Norfolk, Joint Expeditionary Base (JEB) Little Creek Fort Story, Norfolk Naval Shipyard, and Naval Weapons Station Yorktown. The repair of defective, missing or damaged pier boxes, enclosures and main distribution points will be under FFP labor/material category. Contractor shall provide all labor, material, equipment, and vehicles. Contractor is responsible for obtaining required security access to piers and wharf spaces. Contractor shall provide a Bi-Weekly "Pier Jack Maintenance Report" on a monthly basis. Report will consist of the following categories: Date/Pier



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Number/Jack Number and Discrepancy (CDRL A008).

8.9 If new data is being created the contractor must provide the GIs Division with a data dictionary identifying all of the SDSFIE Entity Types, attributes, and/or domain values associated with the new feature(s), the geographic area(s) covered by the data and Spatial extent information prior to the creation/editing of GIs data. Accepting formats: MS Excel, MS Word, and PDF. Local attributes (meeting SDS experienced level) will require precise schematic definitions as found in the GRC Shape-File Data Report (CDRL A009).

8.10 The contractor shall receive Dedicated Technician Requests (DTR) as notification of requirement for contractor performance of inside wiring services. DTRs originate from customer-submitted Telecommunications Service requests from base customers; are processed by NCTAMS LANT Telecommunications Specialists. The result of this processing is completion of page 1 of the DTR and partial completion of page 2 of the DTR. Upon issuance of the DTR (page 2) to the contractor, the government may request the contractor perform a survey and provide an estimate for review and approval prior to authorization to proceed with the work. Such instances are normally associated with larger efforts such as customer relocation, new construction or other efforts of similar scope and magnitude. Resources expended in performance of survey and estimate preparation shall be reported in the DTR Weekly Activity Summary report described below. Contractor shall fully complete page 2 for the blocks indicated and return to originator. Contractor shall, after receipt of DTR, make every reasonable effort to provide the originating Telecommunication Specialist with projected completion and real-time status update. The contractor shall provide a completed Certificate of Acceptance for each DTR and obtain the required signature and other information required from the customer or activity POC at DTR closeout. In the event the on-site primary or secondary POC are not available, the contractor will contact the Telecommunications Specialist to follow-up on the customer signature requirement. For inside wiring troubleshooting and repairs resulting in generation of a cost estimate, DTRs and Certificates of Acceptance shall accompany the cost estimate. Labor, material, and vehicle expenditures shall be reported via (CDRL A010), substituting trouble log number for DTR number.

8.11 The contractor shall maintain one (1) dedicated trouble call line and at least one (1) non-dedicated trouble call line (all with caller identification for base bomb threat safety), one (1) fax number for receiving troubles, and one (1) e-mail address for receipt of troubles. The trouble desk shall be manned continuously on all business days (excluding Government holidays) from 7:30 AM until 4:00 PM. Both trouble call voice lines shall be required to have answering service or voice mail capability such that trouble callers encountering a busy signal shall be able to leave a message. For evenings, weekends, and Government holidays ("after hours"), both trouble lines shall have announcements informing the trouble caller that the caller has called outside the normal work day and that if the trouble is of a SERIOUS or CRITICAL type the contractor will be paged after the caller leaves a message and hangs up. After assessing the caller's trouble situation, the contractor shall acknowledge the caller's Serious or Critical troubles and respond. Contractor shall not fail to return Serious/Critical trouble calls "after hours" unless the caller has failed to leave a number where the caller can be reached. For CRITICAL outages, the contractor shall immediately notify the TPOC by telephone or pager, regardless of time of day. Upon assessment of the trouble situation, contractor shall again notify the TOM by telephone, pager, or e-mail and provide situation assessment and anticipated time for completion. Contractor shall exercise all due diligence to keep the TOM informed of CRITICAL trouble resolution status in "real-time." Contractor shall notify the TOM by telephone or e-mail when the trouble is cleared.

8.12 For all sites and switches, the contractor shall perform inside maintenance including

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troubleshooting, repair and replacement of customer premise equipment (CPE) interfacing the Lucent DEFINITY G3 platform telephone switches. Provide migration support as new users move to the Navy G3 switches. Migration support is defined as customer building requirements and inside plant (ISP) wiring performed by dedicated technicians. Some work assignments may require identification of existing numbers and associated new numbers, configuration spreadsheets and traffic studies. System Administration of Lucent DEFINITY G3 platforms may be required by technical staff and billed to the customer as associated charges. Perform moves, additions, rearrangements, changes and repair of key Service Units, DSU/CSU, ISDN, HDSL, etc. Repair of telephony equipment specific to Network Services (VTC, etc), requires approval between Contractor Primary POC and NCTAMSLANT Technical POC. Support all switch system adjuncts including (but not necessarily limited to) circuits and voice mail. (Hardware Only)

8.13 The contractor will provide a description of their Quality Control plan to the client within 5 business days of acceptance of contract. Unsatisfactory work - Performance by the Contractor to correct defects found by the Government as a result of quality assurance surveillance and by the Contractor as a result of quality control, shall be at its' own expense and without additional reimbursement by the Government.

#### 8.14 Site Specific Equipment and Tasking:

The following site descriptions provide an overall listing of each site's major equipment. Each description should be considered.

##### 8.14.1 Norfolk Naval Station

Government-owned PBX Lucent DEFINITY G3 platform switches. Switch is construed to mean the switch proper plus any attached Expansion Port Networks (EPNs), and other associated equipment to include but not limited to Intuity Voice Mail (Audix). These switches are located at Norfolk Naval Station building U-132 (NIOC), building M-51 (NCTL), building W-143 (FISC), building CEP-209, and NSA Compound building NH-95. Building W-143 (ISC) switch currently includes six (6) EPNs (NOSC, MSLC (2), SPAWAR and Special Operations/Joint Forces Command), and at building R52, and a Prologix switch in FISC building SDA336. The NSA Compound switch includes ten (10) EPNs on the compound proper, one (1) EPN on Norfolk Naval Station building X-132, and one (1) PPN at NCTAMSLANT building M-51 with three (3) EPNs. For the Norfolk Naval Station the contractor will be responsible for providing and managing the hook up and disconnect at the piers for ships as they arrive and depart. Connectivity from the pier terminal system to pier risers will be tested prior to ship's arrival. Contractor will coordinate with ship personnel and the NCTAMSLANT TPOC prior to ship's arrival to determine number of phone lines required and class of restriction.

##### 8.14.2 Joint Expeditionary Base (JEB) Little Creek Fort Story

Government-owned PBX Lucent DEFINITY G3 platform switches located at building 1265 (NETWARCOM) and 1126 (NIOC) at Joint Expeditionary Base (JEB) Little Creek, in Norfolk. Switch is construed to mean the switch proper plus any attached Expansion Port Networks (EPNs), and other associated equipment to include but not limited to Intuity Voice Mail (Audix).

##### 8.14.3 Norfolk Naval Shipyard

Government-owned PBX Lucent DEFINITY G3 platform switches located at Norfolk Naval Shipyard building 65. Switch is construed to mean the switch proper plus any attached Expansion Port Networks (EPNs), and other associated equipment to include but not limited to Intuity Voice Mail (Audix).

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For the Norfolk Naval Shipyard the contractor will be responsible for providing and managing the hook up and disconnect at the piers for ships as they arrive and depart. Connectivity from the pier terminal system to pier risers will be tested prior to ship's arrival. Contractor will coordinate with ship personnel and the NCTAMSLANT TPOC prior to ship's arrival to determine number of phone lines required and class of restriction.

The contractor at the Norfolk Naval Shipyard will be required to access a Controlled Industrial Area (CIA) (Location of the piers). Contractor will be authorized to drive their private vehicles to transport equipment to the job site. Norfolk Naval Shipyard Code 1120 is responsible for the administration and control of vehicle access. Code 1120 will be notified by the BCO Manager of the contractor awarded work in the Norfolk Naval Shipyard. Vehicle passes will be limited to company owned, leased and private vehicles the company has certified in writing to the Contracting Officer to be necessary in the performance of the contract work. Contractor must present a valid vehicle registration, state inspection and proof of insurance for each vehicle. Access to CIA area by contractor vehicles requires the Company name be displayed on both sides of all vehicles including private vehicles being utilized at the Norfolk Naval Shipyard.

#### 8.14.4 Naval Air Station Oceana

Government-owned PBX Lucent DEFINITY G3 platform switches located at NAS Oceana building 232. Switch is construed to mean the switch proper plus any attached Expansion Port Networks (EPNs), and other associated equipment to include but not limited to Intuity Voice Mail (Audix). The NAS Oceana switch currently includes fourteen (14) EPNs.

#### 8.14.5 Damn Neck Annex

Government-owned PBX Lucent DEFINITY G3 platform switches located at Oceana Dam Neck Annex building 501. Switch is construed to mean the switch proper plus any attached Expansion Port Networks (EPNs), and other associated equipment to include but not limited to Intuity Voice Mail (Audix). The NAS Oceana Dam Neck Annex switch currently includes twelve (12) on base and two (2) remote EPNs.

#### 8.14.6 Naval Weapons Station Yorktown

Government-owned PBX Lucent DEFINITY G3 platform switches located at NWS Yorktown building 381. Switch is construed to mean the switch proper plus any attached Expansion Port Networks (EPNs), and other associated equipment to include but not limited to Intuity Voice Mail (Audix). The Yorktown switch includes one (1) PPN at building 381, one (1) EPN at building 703 and one (1) EPN at building 119, Cheatham Annex.

For the NWS Yorktown, the contractor will be responsible for providing and managing the hook up and disconnect at the piers for ships as they arrive and depart. Connectivity from the pier terminal system to pier risers will be tested prior to ship's arrival. Contractor will coordinate with ship personnel and the NCTAMSLANT TPOC prior to ship's arrival to determine number of phone lines required and class of restriction.

#### 8.14.7 Naval Support Activity, Northwest

The government-owned PBX Nortel Option 61, Release 23 switch. The Nortel Option 61C, Release 23 switch is located at building 145, NSA Northwest. Switch is construed to mean the switch proper plus any attached Expansion Port Networks (EPNs), and other associated equipment to include but not limited to Intuity Voice Mail (Audix). Associated equipment includes: Single line sets, Iwatsu Systems,

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COMDIAL Solo II sets, 1A2Key Set (systems), Northern Telecom Meridian SL-1 sets and auto attendants, any plain old telephone set, and four (4) additional EPNs. The NSA Northwest Nortel Option 61C, release 23 switch supports 72 DID/DOD trunks, (digital channels), and 6 DSN trunks. Existing digital channel service consists of three Primary Rate Interface trunks. Total station and trunk ports in operation through the switch are 780. Contractor will have use of a government owned computer to use when programming the switch and the CDR buffer located in the switch room in building 145, room 118.

The contractor shall maintain the NSA Northwest's base PBX and all new and existing phone extensions, circuits, alarms, trunk ports and all base outside cable plant. A fiber optic "ring" is in place with three (3) remote switch nodes at building 14, 41 and 390. All fiber optic nodes and cable will be included in the maintenance portion of the contract. Contractor must be knowledgeable about and will be required to troubleshoot fiber optic cable terminating in multiplexed and remote switch nodes, as requested by the Government. Contractor must have available all proper test equipment for circuit troubleshooting between D-mark building 145 and the end users building.

#### 9.0 GOVERNMENT FURNISHED INFORMATION

- Cable Plats - CD-ROM for cable plats will be provided after contract award
- CAIRS files - CAIRS data disk or CD-ROM will be provided after contract award
- Air Core cable Air Pressurization System (APS) – See Attachment 1
- Applicable Documents – See Attachment 2
- Circuit Information – See Attachment 3
- Dedicated Technician Request – Example: See Attachment 4
- Contract Data Requirements List (CDRLs) – See Section 15.0
- DD 254 Department Of Defense Contract Security Classification Specification – See attachment 5
- Monthly Invoicing Report – Example: See Attachment 6

#### 10.0 GOVERNMENT FURNISHED FACILITIES/SERVICES

Contractor shall be provided approximately 375 square feet of access-controlled office space at NAVSTA Norfolk Building V-53 for technical service personnel assigned to Naval Station Norfolk, NSA Norfolk and Joint Expeditionary Base (JEB) Little Creek Fort Story. Government will provide facilities maintenance and janitorial/housekeeping services. At the Norfolk Naval Shipyard technician will have office space and parts storage area in building 65. At NSA Northwest technician space is available in the room switch in building 145. At NSA Oceana Dam Neck Annex technician will have office space in building 501 but no housekeeping or janitorial services. Contractor shall arrange for commercial telephone service in Building V-53, and at MPOE's on Naval Station Norfolk and Joint Expeditionary Base (JEB) Little Creek Fort Story, Naval Support Activity Northwest, Norfolk Naval Shipyard (including St. Julien's Creek), Naval Air Station Oceana, Naval Air Station Oceana Annex Dam Neck (including Camp Pendleton) and Naval Weapon Station Yorktown (including Cheatham Annex). As this service is not GFS. No other space (office or equipment/material storage) will be made available. Contractor shall arrange for commercial storage facilities to store excess material related to OSP and ISP requirements to prevent delay in acquiring emergent material.

#### 11.0 GOVERNMENT FURNISHED MATERIAL/ EQUIPMENT

All base cable, ancillary facilities, data, etc., is to be utilized/serviced by the contractor on an "AS IS, WHERE IS" basis. All unused material shall be returned to the COR at the end of the period of



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performance of the last option period of the contract. GFE Air Pressure System equipment inventory will be provided to the contractor after contract award.

#### 12.0 CONTRACTOR FURNISHED MATERIAL

The contractor is authorized to procure up to \$2,500 in repair parts per trouble call; however, TOM authorization will be required on all ODC purchases over \$2,500. The Contractor should expect to budget \$320,000 per year in repair parts.

Vehicle leases are authorized in accordance with the SEAPORT E contract. The contractor should expect to budget \$70,000 per year in vehicle leases.

#### 13.0 CONTRACTOR FURNISHED EQUIPMENT

N/A

#### 14.0 TRAVEL REQUIREMENTS

Local Travel is authorized within 50 miles of the tidewater area in accordance with the Joint Travel Regulations (JTR). The contractor should expect to budget \$50,000 per year for local travel.

#### 15.0 DELIVERABLES

CDRL	REQUIREMENT	DUE DATE
A001	Monthly Trouble Log	Monthly
A002	CAIRS	Continuous
A003	Air Pressure Reports	Daily
A004	Cost Estimates	As needed
A005	Disconnected Service Report	Weekly
A006	Staffing Report	Weekly
A007	Labor Hours Expended Report	Weekly
A008	Pier Jack Maintenance Report	Monthly
A009	GRC Shape-File Data Report	As needed
A010	Dedicated Technician Report	As needed
A011	Invoicing Reports	Monthly

#### 16.0 SUB-CONTRACTING

Sub-contracting is authorized to enhance the contractor's capabilities. TOM approval must be obtained prior to a sub-contract being let.

#### C-325 KEY PERSONNEL

After contract award, resumes for all individuals designated in key labor categories listed in Section C, Clause 5252.237-9401, Personnel Qualifications must be submitted and approved by the Government prior to performing tasking under this contract.

(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.

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

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

(d) List of Key Personnel

NAME\* CONTRACT LABOR CATEGORY

[REDACTED]

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

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

## 17.0 ACCEPTANCE PLAN

Task Order progress will be monitored by the TOM or designated representative. Acceptance of all work and deliverables on this task order will be accomplished by the TOM.

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

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

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

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Name of Holiday Time of Observance

New Year's Day 1 January

Martin Luther King Jr. Day Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day 4 July

Labor Day First Monday in September

Columbus Day Second Monday in October

Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

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

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

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

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

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

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

(1) Routine inspection of contractor occupied work spaces.

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

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

(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

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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-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".

(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

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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.

**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 in Attachment 8 and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

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

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

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

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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

### CLIN - DELIVERIES OR PERFORMANCE

The period of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

#### Base Year:

1001 3/17/2008 - 3/16/2011  
3001 3/17/2008 - 3/16/2011

#### 1st Option Year:

1002 3/17/2009 - 3/16/2011  
3002 3/17/2009 - 3/16/2011

#### 2nd Option Year:

4003 3/17/2010 - 3/16/2011  
6003 3/17/2010 - 3/16/2011

### 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



G-314 TYPE OF CONTRACT (DEC 1999)

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

### G-317 INVOICING INSTRUCTIONS

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

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

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

Invoice Type	Cost Vouchers
Issued by	N65236
Admin by	Code S5111A (DCMA Southern Virginia)
DCAA Auditor	Code HAA47B (DCAA Hampton Roads Branch Office)
Service Approver	Code S5111A (DCMA Southern Virginia)
Pay by	Code HQ0338 (DFAS Columbus Center, South Entitlement Operations)

### ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: Kristine Penninger  
Code: 02B  
Address: PO Box 190022, N. Charleston, SC 29419  
Phone: (843) 218-5916  
Email: kristine.penninger@navy.mil

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# INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

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

## Accounting Data

SLINID	PR Number	Amount
100101		
LLA :		
AA 1781804	60TN 000 70272	068566 2D PA2000 702728ABCTSQ
REQN NO.: N65236-8073-C036		
J.O. NO.: NN7KIX8NCT		
DOC. NO.: N7027208MPA2000/AA		

300101		
LLA :		
AA 1781804	60TN 000 70272	068566 2D PA2000 702728ABCTSQ
REQN NO.: N65236-8073-C036		
J.O. NO.: NN7KIX8NCT		
DOC. NO.: N7027208MPA2000/AA		

BASE Funding

Cumulative Funding

MOD 01

100102		
LLA :		
AB 1781804	80TN 000 70272	068566 2D XL2331 7027282NWSMQ
J.O. NO.: N77LQX8500		
REQN NO.: N65236-8136-C006		
DOC NO.: N70272-08-WXL2331/AA		

300102		
LLA :		
AB 1781804	80TN 000 70272	068566 2D XL2331 7027282NWSMQ
J.O. NO.: N77LQX8500		
REQN NO.: N65236-8136-C006		
DOC NO.: N70272-08-WXL2331/AA		

MOD 01 Funding

Cumulative Funding

MOD 02

100103		
LLA :		
AA 1781804	60TN 000 70272	068566 2D PA2000 702728ABCTSQ
J.O. NO.: NN7KIX8NCT		
REQN NO.: N65236-8073-C036		
DOC NO.: N7027208MPA2000/AA		

300103		
LLA :		
AA 1781804	60TN 000 70272	068566 2D PA2000 702728ABCTSQ
J.O. NO.: NN7KIX8NCT		
REQN NO.: N65236-8073-C036		

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DOC NO.: N7027208MPA2000/AA

MOD 02 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 04

100104 [REDACTED]  
LLA :  
AA 1781804 60TN 000 70272 068566 2D PA2000 702728ABCTSQ  
J.O.: NN7KIX8NCT  
REQN: N65236-8073-C036  
DOC NO.: N7027208MPA2000/AA

300104 [REDACTED]  
LLA :  
AA 1781804 60TN 000 70272 068566 2D PA2000 702728ABCTSQ  
J.O. No.: NN7KIX8NCT  
REQN No.: N65236-8073-C036  
DOC. NO.: N7027208MPA2000/AA

MOD 04 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 05

300105 [REDACTED]  
LLA :  
AA 1781804 60tn 000 70272 068566 2d PA2000 702728ABCTSQ  
J.O.: NN7KIX8NCT  
REQN NO.: N65236-8073-C036  
DOC NO.: N70272-08-MPA2000/AA

MOD 05 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 06

100105 [REDACTED]  
LLA :  
AA 1781804 60TN 000 70272 068566 2D PA20000 702728ABCTSQ 068566  
J.O.: NN7KIX8NCT  
REQN NO.: N65236-8073-C036  
DOC NO.: N70272-08-MPA2000/AA

300106 [REDACTED]  
LLA :  
AA 1781804 60TN 000 70272 068566 2D PA2000 702728ABCTSQ 068566  
J.O.: NN7KIX8NCT  
REQN NO.: N65236-8073-C036  
DOC NO.: N70272-08-MPA2000/AA

MOD 06 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 07

100106 [REDACTED]  
LLA :  
AC 1791804 60TN 0007027206856620 PA2000 702729ABCTSQ 068566  
J.O.: NTCKIX9NCT  
REQN NO.: N65236-8284-C018  
DOC NO.: N7027209MPA2000/AA

300107 [REDACTED]  
LLA :  
AC 1791804 60TN 0007027206856620 PA2000 702729ABCTSQ 068566  
J.O.: NTCKIX9NCT  
REQN NO.: N65236-8284-C018  
DOC NO.: N7027209MPA2000/AA

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MOD 07 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 08

100107 [REDACTED]  
LLA :  
AC 1791804 60TN 0007027206856620 PA2000 702729ABCTSQ  
J.O.: NTCKIX9NCT  
REQN NO.: N65236-8284-C018  
DOC NO.: N7027209MPA2000/AA

300108 [REDACTED]  
LLA :  
AC 1791804 60TN 0007027206856620 PA2000 702729ABCTSQ  
J.O.: NTCKIX9NCT  
REQN NO.: N65236-8284-C018  
DOC NO.: N7027209MPA2000/AA

MOD 08 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 09

100201 [REDACTED]  
LLA :  
AC 1791804 60TN 0007027206856620 PA2000 702729ABCTSQ  
J.O.: NTCKIX9NCT  
REQN NO.: N65236-8284-C018  
DOC NO.: N70272-09-MPA2000/AA

300201 [REDACTED]  
LLA :  
AC 1791804 60TN 0007027206856620 PA2000 702729ABCTSQ  
J.O.: NTCKIX9NCT  
REQN NO.: N65236-8284-C018  
DOC NO.: N70272-09-MPA2000/AA

MOD 09 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 11

100202 N65236-9243-C022 [REDACTED]  
LLA :  
AD 1791804 52FM 254 00052 0 068732 2D X002QP 626889DE415Q  
Standard Number: N6268809WX002QP/AA  
J.O.: NTCKIX9C01  
This Line of Accounting provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S.C.2410(a). The period of performance is 12 months. The start date is 2SEP2009 and end date is 1SEP2010.

300202 N65236-9243-C022 [REDACTED]  
LLA :  
AD 1791804 52FM 254 00052 0 068732 2D X002QP 626889DE415Q  
Standard Number: N6268809WX002QP/AA  
J.O.: NTCKIX9C01  
This Line of Accounting provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S.C.2410(a). The period of performance is 12 months. The start date is 2SEP2009 and end date is 1SEP2010.

MOD 11 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 12

100203 N65236-2025 [REDACTED]  
LLA :  
AE 1701804 60TN 000 70272 068566 2D XA0001 702720ABCTSQ  
Standard Number: N7027210WXA0001/AA  
J.O.: ERP55500D040  
This funding allocation is issued in anticipation of the enactment of FY10 DoD

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Appropriation Act or Continuing Resolution (CR) and is subject to all the provisions of whichever act is applicable. Obligations against these allocations may not be incurred prior to October 1, 2009.

300203 N65236-2025 [REDACTED]

LLA :

AE 1701804 60TN 000 70272 068566 2D XA0001 702720ABCTSQ

Standard Number: N7027210WXA0001/AA

J.O.: ERP55500D040

This funding allocation is issued in anticipation of the enactment of a FY10 DoD Appropriation Act or Continuing Resolution (CR) and is subject to all the provisions of whichever act is applicable. Obligations against these allocations may not be incurred prior to October 1, 2009.

MOD 12 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 13

100203 N65236-2025 [REDACTED]

LLA :

AE 1701804 60TN 000 70272 068566 2D XA0001 702720ABCTSQ

Standard Number: N7027210WXA0001/AA

J.O.: ERP55500D040

This funding allocation is issued in anticipation of the enactment of a FY10 DoD Appropriation Act or Continuing Resolution (CR) and is subject to all the provisions of whichever act is applicable. Obligations against these allocations may not be incurred prior to October 1, 2009.

300203 N65236-2025 [REDACTED]

LLA :

AE 1701804 60TN 000 70272 068566 2D XA0001 702720ABCTSQ

Standard Number: N7027210WXA0001/AA

J.O.: ERP55500D040

This funding allocation is issued in anticipation of the enactment of a FY10 DoD Appropriation Act or Continuing Resolution (CR) and is subject to all the provisions of whichever act is applicable. Obligations against these allocations may not be incurred prior to October 1, 2009.

MOD 13 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 14

400301 1300141987-0002 [REDACTED]

LLA :

AF 1701804 60TN 000 70272 068566 2D PA2000 702720ABCTSQ

Standard Number: N7027210MPA2000/AA

NETWORK ACTIVITY/JOB ORDER: 100000402122.0020

600301 1300141987-0002 [REDACTED]

LLA :

AF 1701804 60TN 000 70272 068566 2D PA2000 702720ABCTSQ

Standard Number: N7027210MPA2000/AA

NETWORK ACTIVITY/JOB ORDER: 100000402122.0020

MOD 14 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 15 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 16 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 17 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 18

400302 1300177713 [REDACTED]

LLA :

AE 1701804 60TN 000 70272 068566 2D XA0001 702720ABCTSQ

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Standard Number: N7027210WXA0001/AA

Network ID: 10000402122.0020

Funding Exp: 30SEP2010

POP Starts 16SEP2010 and Ends 10DEC2010.

US Code 10 USC 2410(a) authorizes DoD to place service contracts not to exceed twelve months in duration for severable services, even if the period of performance crosses fiscal years. Accordingly, the expiration date for this task order cannot ex

MOD 18 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 19

400303 130017\$096 [REDACTED]

LLA :

AG 1711804 60TN 233 70272 R 068566 2D XA0001 702721ABCTS N

Standard Number: DOC NO: N7027211WXA0001/AA

Network ID# 100000438884/0020

FUNDS EXP: 30 SEPT 2011

POP Starts: 8OCT2010 Ends: 30SEP2011

600302 1300179096 [REDACTED]

LLA :

AG 1711804 60TN 233 70272 R 068566 2D XA0001 702721ABCTS N

Standard Number: DOC NO: N7027211WXA0001/AA

NETWORK ID: 100000438884/0020

FUNDS EXP: 30SEP2011

POP Starts 08OCT2010 Ends: 30SEP 2011

MOD 19 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 20 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 21 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 22 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 23 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 24 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 25 Funding [REDACTED]

Cumulative Funding [REDACTED]

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

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

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

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

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

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

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

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

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

##### (b) General

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

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

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

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

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

(c) Per Diem

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

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

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

(d) Transportation

(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



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mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

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

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

(6) Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### H-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

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support services, including access to cost-reimbursement vouchers.

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

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

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

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

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

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

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

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

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

#### 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 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

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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.

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

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

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

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

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

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

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

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

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer. The notification 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



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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.

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

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

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

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

2005-2544 Rev 10 dated 5/26/2009 is hereby incorporated and made Attachment 14.

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## SECTION I CONTRACT CLAUSES

### FAR CLAUSES INCORPORATED BY REFERENCE:

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

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

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

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

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

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

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## SECTION J LIST OF ATTACHMENTS

Attachment 1 – DD1423, Contract Data Requirements List

Attachment 2 - DD254, Contract Security Classification Specification

Attachment 3 – Reference Information Sheet ( Removed at time of award)

Attachment 4 – Past Performance Questionnaire ( Removed at time of award)

Attachment 5 – Cost Summary Format ( Removed at time of award)

Attachment 6 – Supporting Cost Data ( Removed at time of award)

Attachment 7 – Labor Categories and Number of Hours

Attachment 8 – Personnel Qualifications

Attachment 9 – Air Pressurization System (APS) Overview

Attachment 10 – Applicable Documents

Attachment 11– Circuit Information

Attachment 12 – Dedicated Tech Request

Attachment 13 – Wage Determination No.: 2005-2544 Rev. 6 dtd 11/13/2007

WD 05-2544 (Rev.-10) was first posted on www.wdol.gov on 06/02/2009

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of  
Director Wage Determinations

Wage Determination No.: 2005-2544  
Revision No.: 10  
Date Of Revision: 05/26/2009

States: North Carolina, Virginia

Area: North Carolina Counties of Camden, Chowan, Currituck, Gates, Pasquotank,  
Perquimans

Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James  
City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Southampton,  
Suffolk, Surry, Virginia Beach, Williamsburg, York

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.35
01012 - Accounting Clerk II		15.60
01013 - Accounting Clerk III		17.45
01020 - Administrative Assistant		22.28
01040 - Court Reporter		17.11
01051 - Data Entry Operator I		11.04
01052 - Data Entry Operator II		13.90
01060 - Dispatcher, Motor Vehicle		16.01
01070 - Document Preparation Clerk		12.01
01090 - Duplicating Machine Operator		12.01
01111 - General Clerk I		10.98
01112 - General Clerk II		13.37
01113 - General Clerk III		14.95
01120 - Housing Referral Assistant		19.08
01141 - Messenger Courier		11.45
01191 - Order Clerk I		13.46
01192 - Order Clerk II		17.61
01261 - Personnel Assistant (Employment) I		15.58
01262 - Personnel Assistant (Employment) II		17.42
01263 - Personnel Assistant (Employment) III		19.43
01270 - Production Control Clerk		21.96
01280 - Receptionist		11.77
01290 - Rental Clerk		12.86
01300 - Scheduler, Maintenance		15.30
01311 - Secretary I		15.30
01312 - Secretary II		17.11
01313 - Secretary III		19.08
01320 - Service Order Dispatcher		15.37
01410 - Supply Technician		22.28
01420 - Survey Worker		13.82
01531 - Travel Clerk I		11.04
01532 - Travel Clerk II		11.78
01533 - Travel Clerk III		12.57
01611 - Word Processor I		13.03
01612 - Word Processor II		14.63
01613 - Word Processor III		16.36
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		21.34
05010 - Automotive Electrician		19.12
05040 - Automotive Glass Installer		18.26
05070 - Automotive Worker		18.26
05110 - Mobile Equipment Servicer		16.50
05130 - Motor Equipment Metal Mechanic		20.02
05160 - Motor Equipment Metal Worker		18.26
05190 - Motor Vehicle Mechanic		20.02
05220 - Motor Vehicle Mechanic Helper		15.57
05250 - Motor Vehicle Upholstery Worker		17.36
05280 - Motor Vehicle Wrecker		18.26
05310 - Painter, Automotive		19.12
05340 - Radiator Repair Specialist		17.36
05370 - Tire Repairer		13.37
05400 - Transmission Repair Specialist		20.02
07000 - Food Preparation And Service Occupations		
07010 - Baker		11.24
07041 - Cook I		9.67



07042 - Cook II	10.68
07070 - Dishwasher	7.85
07130 - Food Service Worker	9.13
07210 - Meat Cutter	15.33
07260 - Waiter/Waitress	8.00
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.23
09040 - Furniture Handler	14.67
09080 - Furniture Refinisher	17.63
09090 - Furniture Refinisher Helper	14.36
09110 - Furniture Repairer, Minor	16.02
09130 - Upholsterer	18.34
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.98
11060 - Elevator Operator	10.98
11090 - Gardener	12.92
11122 - Housekeeping Aide	11.92
11150 - Janitor	11.92
11210 - Laborer, Grounds Maintenance	10.78
11240 - Maid or Houseman	8.39
11260 - Pruner	11.63
11270 - Tractor Operator	12.60
11330 - Trail Maintenance Worker	10.78
11360 - Window Cleaner	12.64
12000 - Health Occupations	
12010 - Ambulance Driver	16.84
12011 - Breath Alcohol Technician	15.31
12012 - Certified Occupational Therapist Assistant	22.62
12015 - Certified Physical Therapist Assistant	22.63
12020 - Dental Assistant	14.16
12025 - Dental Hygienist	31.09
12030 - EKG Technician	23.36
12035 - Electroneurodiagnostic Technologist	23.36
12040 - Emergency Medical Technician	16.84
12071 - Licensed Practical Nurse I	13.68
12072 - Licensed Practical Nurse II	15.29
12073 - Licensed Practical Nurse III	17.06
12100 - Medical Assistant	12.25
12130 - Medical Laboratory Technician	15.93
12160 - Medical Record Clerk	12.96
12190 - Medical Record Technician	14.50
12195 - Medical Transcriptionist	14.08
12210 - Nuclear Medicine Technologist	28.82
12221 - Nursing Assistant I	9.46
12222 - Nursing Assistant II	10.14
12223 - Nursing Assistant III	11.06
12224 - Nursing Assistant IV	12.29
12235 - Optical Dispenser	17.47
12236 - Optical Technician	15.08
12250 - Pharmacy Technician	15.75
12280 - Phlebotomist	12.32
12305 - Radiologic Technologist	23.79
12311 - Registered Nurse I	22.15
12312 - Registered Nurse II	27.10
12313 - Registered Nurse II, Specialist	27.10
12314 - Registered Nurse III	32.79
12315 - Registered Nurse III, Anesthetist	32.79
12316 - Registered Nurse IV	39.30
12317 - Scheduler (Drug and Alcohol Testing)	18.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.46
13012 - Exhibits Specialist II	25.36
13013 - Exhibits Specialist III	29.19
13041 - Illustrator I	20.00
13042 - Illustrator II	24.56
13043 - Illustrator III	29.67
13047 - Librarian	32.67
13050 - Library Aide/Clerk	10.41
13054 - Library Information Technology Systems Administrator	22.91
13058 - Library Technician	15.25
13061 - Media Specialist I	16.68
13062 - Media Specialist II	18.66
13063 - Media Specialist III	20.80
13071 - Photographer I	12.66
13072 - Photographer II	16.78
13073 - Photographer III	20.39
13074 - Photographer IV	22.64
13075 - Photographer V	27.40

13110 - Video Teleconference Technician	15.72
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.19
14042 - Computer Operator II	16.99
14043 - Computer Operator III	18.95
14044 - Computer Operator IV	21.05
14045 - Computer Operator V	23.31
14071 - Computer Programmer I (see 1)	19.54
14072 - Computer Programmer II (see 1)	22.34
14073 - Computer Programmer III (see 1)	27.33
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	15.19
14160 - Personal Computer Support Technician	21.05
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	32.86
15020 - Aircrew Training Devices Instructor (Rated)	39.76
15030 - Air Crew Training Devices Instructor (Pilot)	43.67
15050 - Computer Based Training Specialist / Instructor	32.44
15060 - Educational Technologist	27.73
15070 - Flight Instructor (Pilot)	43.67
15080 - Graphic Artist	22.07
15090 - Technical Instructor	20.89
15095 - Technical Instructor/Course Developer	25.56
15110 - Test Proctor	17.61
15120 - Tutor	17.61
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.24
16030 - Counter Attendant	8.24
16040 - Dry Cleaner	10.31
16070 - Finisher, Flatwork, Machine	8.24
16090 - Presser, Hand	8.24
16110 - Presser, Machine, Drycleaning	8.24
16130 - Presser, Machine, Shirts	8.24
16160 - Presser, Machine, Wearing Apparel, Laundry	8.24
16190 - Sewing Machine Operator	11.01
16220 - Tailor	11.77
16250 - Washer, Machine	8.95
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.55
19040 - Tool And Die Maker	23.87
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.97
21030 - Material Coordinator	21.96
21040 - Material Expediter	21.96
21050 - Material Handling Laborer	10.63
21071 - Order Filler	10.64
21080 - Production Line Worker (Food Processing)	14.97
21110 - Shipping Packer	13.20
21130 - Shipping/Receiving Clerk	13.20
21140 - Store Worker I	11.98
21150 - Stock Clerk	14.99
21210 - Tools And Parts Attendant	14.97
21410 - Warehouse Specialist	14.97
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.99
23021 - Aircraft Mechanic I	22.03
23022 - Aircraft Mechanic II	22.99
23023 - Aircraft Mechanic III	23.93
23040 - Aircraft Mechanic Helper	16.24
23050 - Aircraft, Painter	20.06
23060 - Aircraft Servicer	18.10
23080 - Aircraft Worker	19.04
23110 - Appliance Mechanic	18.33
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	22.76
23130 - Carpenter, Maintenance	18.33
23140 - Carpet Layer	18.79
23160 - Electrician, Maintenance	20.86
23181 - Electronics Technician Maintenance I	21.82
23182 - Electronics Technician Maintenance II	22.95
23183 - Electronics Technician Maintenance III	24.11
23260 - Fabric Worker	17.81
23290 - Fire Alarm System Mechanic	19.21
23310 - Fire Extinguisher Repairer	16.18
23311 - Fuel Distribution System Mechanic	20.24
23312 - Fuel Distribution System Operator	16.35

23370 - General Maintenance Worker	17.43
23380 - Ground Support Equipment Mechanic	22.03
23381 - Ground Support Equipment Servicer	18.10
23382 - Ground Support Equipment Worker	19.04
23391 - Gunsmith I	16.18
23392 - Gunsmith II	18.33
23393 - Gunsmith III	19.81
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.21
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.05
23430 - Heavy Equipment Mechanic	19.39
23440 - Heavy Equipment Operator	19.21
23460 - Instrument Mechanic	19.12
23465 - Laboratory/Shelter Mechanic	18.86
23470 - Laborer	10.39
23510 - Locksmith	19.08
23530 - Machinery Maintenance Mechanic	20.28
23550 - Machinist, Maintenance	19.21
23580 - Maintenance Trades Helper	14.81
23591 - Metrology Technician I	19.12
23592 - Metrology Technician II	20.04
23593 - Metrology Technician III	20.87
23640 - Millwright	25.36
23710 - Office Appliance Repairer	17.89
23760 - Painter, Maintenance	18.33
23790 - Pipefitter, Maintenance	19.54
23810 - Plumber, Maintenance	18.65
23820 - Pneudraulic Systems Mechanic	19.81
23850 - Rigger	19.93
23870 - Scale Mechanic	17.94
23890 - Sheet-Metal Worker, Maintenance	19.21
23910 - Small Engine Mechanic	17.94
23931 - Telecommunications Mechanic I	22.72
23932 - Telecommunications Mechanic II	24.91
23950 - Telephone Lineman	22.88
23960 - Welder, Combination, Maintenance	18.92
23965 - Well Driller	19.93
23970 - Woodcraft Worker	19.81
23980 - Woodworker	15.72
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.71
24580 - Child Care Center Clerk	13.48
24610 - Chore Aide	7.60
24620 - Family Readiness And Support Services Coordinator	12.72
24630 - Homemaker	14.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.80
25040 - Sewage Plant Operator	19.08
25070 - Stationary Engineer	20.80
25190 - Ventilation Equipment Tender	15.80
25210 - Water Treatment Plant Operator	19.08
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.63
27007 - Baggage Inspector	11.07
27008 - Corrections Officer	17.93
27010 - Court Security Officer	19.60
27030 - Detection Dog Handler	15.31
27040 - Detention Officer	17.93
27070 - Firefighter	17.86
27101 - Guard I	11.07
27102 - Guard II	15.31
27131 - Police Officer I	21.25
27132 - Police Officer II	23.60
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.47
28042 - Carnival Equipment Repairer	10.99
28043 - Carnival Equipment Worker	7.46
28210 - Gate Attendant/Gate Tender	13.72
28310 - Lifeguard	12.22
28350 - Park Attendant (Aide)	15.34
28510 - Recreation Aide/Health Facility Attendant	11.20
28515 - Recreation Specialist	19.01
28630 - Sports Official	12.22
28690 - Swimming Pool Operator	15.63
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.76
29020 - Hatch Tender	19.76

29030 - Line Handler	19.76
29041 - Stevedore I	18.79
29042 - Stevedore II	20.78
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.13
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	26.69
30021 - Archeological Technician I	16.62
30022 - Archeological Technician II	17.30
30023 - Archeological Technician III	22.85
30030 - Cartographic Technician	24.93
30040 - Civil Engineering Technician	22.86
30061 - Drafter/CAD Operator I	17.14
30062 - Drafter/CAD Operator II	19.17
30063 - Drafter/CAD Operator III	21.38
30064 - Drafter/CAD Operator IV	26.30
30081 - Engineering Technician I	16.02
30082 - Engineering Technician II	17.99
30083 - Engineering Technician III	20.54
30084 - Engineering Technician IV	24.93
30085 - Engineering Technician V	30.49
30086 - Engineering Technician VI	36.89
30090 - Environmental Technician	19.88
30210 - Laboratory Technician	18.55
30240 - Mathematical Technician	24.93
30361 - Paralegal/Legal Assistant I	15.19
30362 - Paralegal/Legal Assistant II	18.82
30363 - Paralegal/Legal Assistant III	23.02
30364 - Paralegal/Legal Assistant IV	27.86
30390 - Photo-Optics Technician	24.93
30461 - Technical Writer I	21.00
30462 - Technical Writer II	25.67
30463 - Technical Writer III	31.06
30491 - Unexploded Ordnance (UXO) Technician I	22.34
30492 - Unexploded Ordnance (UXO) Technician II	27.03
30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.34
30495 - Unexploded (UXO) Sweep Personnel	22.34
30620 - Weather Observer, Combined Upper Air Or (see 2)	21.38
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.16
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.35
31030 - Bus Driver	14.34
31043 - Driver Courier	13.40
31260 - Parking and Lot Attendant	8.48
31290 - Shuttle Bus Driver	14.22
31310 - Taxi Driver	10.29
31361 - Truckdriver, Light	14.22
31362 - Truckdriver, Medium	15.59
31363 - Truckdriver, Heavy	17.75
31364 - Truckdriver, Tractor-Trailer	17.75
99000 - Miscellaneous Occupations	
99030 - Cashier	8.48
99050 - Desk Clerk	9.00
99095 - Embalmer	22.34
99251 - Laboratory Animal Caretaker I	9.86
99252 - Laboratory Animal Caretaker II	10.47
99310 - Mortician	27.96
99410 - Pest Controller	15.08
99510 - Photofinishing Worker	11.34
99710 - Recycling Laborer	14.96
99711 - Recycling Specialist	16.88
99730 - Refuse Collector	13.79
99810 - Sales Clerk	10.73
99820 - School Crossing Guard	11.64
99830 - Survey Party Chief	16.64
99831 - Surveying Aide	10.39
99832 - Surveying Technician	15.13
99840 - Vending Machine Attendant	12.92
99841 - Vending Machine Repairer	15.13
99842 - Vending Machine Repairer Helper	12.92

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.35 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the



employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} when multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.