

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 19	3. EFFECTIVE DATE 27-Jan-2012	4. REQUISITION/PURCHASE REQ. NO. 1300238952	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NUWC, NEWPORT DIVISION Simonpietri Drive, Building 11 Newport RI 02841-1706 steven.fusco@navy.mil 401-832-5132	CODE N66604	7. ADMINISTERED BY (If other than Item 6) DCMA LONG ISLAND 605 STEWART AVENUE GARDEN CITY NY 11530-4761		CODE S3309A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Purvis Systems
5225 ROUTE 347, SUITE 11
PORT JEFFERSON STATION NY

CAGE CODE 52644 FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4109-N410
	10B. DATED (SEE ITEM 13) 01-Oct-2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Bilateral: FAR 52.232-22 'Limitation of Funds'; Clause B42S, 'Options', FAR 43.103(a)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 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) [Redacted]		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Steven A Fusco Jr., Contracting Officer	
15B. CONTRACTOR/OFFEROR [Redacted] (Signature of person authorized to sign)	15C. DATE SIGNED 24-Jan-2012	16B. UNITED STATES OF AMERICA BY /s/Steven A Fusco Jr. (Signature of Contracting Officer)	16C. DATE SIGNED 25-Jan-2012

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GENERAL INFORMATION

Distribution: KR, 0221, DFAS-HQ0338, 70/G. Shoemaker, 70/J. Harwein-Sanchez, 59PA/J. Feirouz

FSC: R414

Modification #: 19

NUWCDIVNPT Control #: 120505

NUWCDIVNPT Requisition #(s): 1300238952

NUWCDIVNPT POC: Steven A. Fusco Jr. (See cover page for e-mail address and telephone number.)

The purpose of this modification is to:

- 1) Exercise Option 3 (CLINs 4103 and 6103)
- 2) Add an increment of funding
- 3) Revise Clause F1S
- 4) Update Clause G30S
- 5) Update Clause H31S
- 6) Update Clause H83S
- 7) Insert Clause H81X

SECTION B -

- 1) Option 3 (CLINs 4103 and 6103) is hereby exercised.
- 2) Establish new SLINs as follows: 410301, 410302, 610301, 610302

SECTION F -

- 1) Clause F1S, "Period of Performance" is revised to reflect a change to the period of performance of Option 3 (CLINs 4103 and 6103) to "01/24/12 - 03/31/12".

SECTION G -

- 1) LLAs A7/410301, A7/410302, A7/610301 and A7/610302 are added by this modification.
- 2) Clause G30S, "Funds Accrual Date" is updated to establish the current funds accrual date at 31 March 2012.

SECTION H -

- 1) Clause H31S, "Incremental Funding" is updated to reflect an increase in total funding from [REDACTED] by [REDACTED]
- 2) Clause H83S, "Service Contract Act Wage Determination" is updated to reflect the most recent versions of all applicable wage determinations.
- 3) Clause H81X, "Travel Responsibilities (OCT 2011)" is hereby added.

As a result of the exercise of Option 3 (CLINs 4103 and 6103) the total value of this task order is increased from [REDACTED]

All other task order terms and conditions remain unchanged.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Code 822 AUVEF support					
4100	Base period (RDDA-funded) (OTHER)	1837.0	LH			
410001	A1 (OTHER)					
410002	A2 (OTHER)					
410003	A2 (OTHER)					
410004	A3 (OTHER)					
410005	A4 (OTHER)					
4101	Option #1 (RDDA-funded) (OTHER)	4140.0	LH			
410101	A4 (OTHER)					
410102	A5 (OTHER)					
410103	A6 (OTHER)					
4102	Option #2 (RDDA-funded) (OTHER)	4140.0	LH			
410201	A6 (OTHER)					
410202	A6 (OTHER)					
410203	A6 (OTHER)					
4103	Option #3 (RDDA-funded) (OTHER)	4140.0	LH			
410301	A7 RDDA,					

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TI-AIST#0003,
#0004 & #0005,
NUWC Code 70
(OTHER)

410302 A7 [REDACTED]
RDDA,
TI-AIST#0003,
#0004 & #0005,
NUWC Code 70
(OTHER)

4104 Option #4 4140.0 LH [REDACTED]
(RDDA-funded)
(OTHER)
Option

4105 Option #10 - RDDA 2303.0 LH [REDACTED]
funded (OTHER)

410501 A4 [REDACTED]
(OTHER)

410502 A4 [REDACTED]
(OTHER)

4200 Option #5 (RDT&E) 460.0 LH [REDACTED]
Option

4201 Option #6 (RDT&E) 460.0 LH [REDACTED]
Option

4202 Option #7 (RDT&E) 460.0 LH [REDACTED]
Option

4203 Option #8 (RDT&E) 460.0 LH [REDACTED]
Option

4204 Option #9 (RDT&E) 460.0 LH [REDACTED]
Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	ODC/travel/material (applies to both prime contractor and any subcontractors/consultants)			[REDACTED]
6100	Base period (RDDA-funded) (OTHER)	1.0	LO	[REDACTED]
610001	A1 [REDACTED] (OTHER)			
610002	A2 [REDACTED] (OTHER)			

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610003 A2 [REDACTED]
(OTHER)

6101 Option #1 1.0 LO [REDACTED]
(RDDA-funded)
(OTHER)

610101 A4 [REDACTED]
(OTHER)

610102 A5 [REDACTED]
(OTHER)

6102 Option #2 1.0 LO [REDACTED]
(RDDA-funded)
(OTHER)

610201 A6 [REDACTED]
(OTHER)

610202 A6 [REDACTED]
(OTHER)

610203 A6 [REDACTED]
(OTHER)

6103 Option #3 1.0 LO [REDACTED]
(SCC-funded)
(OTHER)

610301 A7 [REDACTED]
RDDA,
TI-AIST#0003,
#0004 & #0005,
NUWC Code 70
(OTHER)

610302 A7 [REDACTED]
RDDA,
TI-AIST#0003,
#0004 & #0005,
NUWC Code 70
(OTHER)

6104 Option #4 1.0 LO [REDACTED]
(RDDA-funded)
(OTHER)
Option

6105 Option #10 - RDDA 1.0 LO [REDACTED]
funded (OTHER)

610501 A4 [REDACTED]
(OTHER)

610502 A4 [REDACTED]
(OTHER)

6200 Option #5 (RDT&E) 1.0 LO [REDACTED]
Option

6201 Option #6 (RDT&E) 1.0 LO [REDACTED]
Option

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6202	OPTION #7 (RDT&E) Option	1.0 LO	██████████
6203	OPTION #8 (RDT&E) Option	1.0 LO	██████████
6204	Option #9 (RDT&E) Option	1.0 LO	██████████

B42S OPTIONS (JUN 2005)

The additional items of supplies or services available under the Options clause of this task order, the applicable Line Item, and the exercise dates are specified below:

Option No.	Funding Type	Line Item	Exercise Date - No Later Than
1	RDDA	4101; 6101	30-Nov-10
2	RDDA	4102; 6102	30-Nov-11
3	RDDA	4103; 6103	30-Nov-12
4	RDDA	4104; 6104	30-Nov-13
5	RDT&E	4200; 6200	30-Sep-09
6	RDT&E	4201; 6201	30-Sep-10
7	RDT&E	4202; 6202	30-Sep-11
8	RDT&E	4203; 6203	30-Sep-12
9	RDT&E	4204; 6204	30-Sep-13
10	RDDA	4105; 6105	1-Jun-10

B43S OPTIONS AND BASIC AWARD TERM (JAN 2005)

This task order contains options that, if exercised, would go beyond the current contract period of performance. The Government and the Contractor agree that no option will be exercised that exceeds the contract period of performance.

B51S PAYMENT OF FIXED FEE - TERM (NOV 2005)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments to be paid at the time of each provisional payment. The amount of each such installment is to be in direct ratio of the total fixed fee as the net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled, Level of Effort - Term.

(b) Fee shall be paid only for hours performed, not to exceed the fixed fee amount stated in the order.

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE"

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clause, as applicable, and shall be paid fee at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

HQ B-2-0020 Travel Costs – Alternate I (NAVSEA) (DEC 2005)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COSTTYPE) (FEB 1997)

This entire contract is cost type.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1.0 BACKGROUND: The purpose of the DoD Advanced Instrumentation System Technology (AIST) initiative is to fund development of cutting edge technology to accomplish one or more of the following:

- a. Develop non-intrusive instrumentation subsystems and components for field experiments and/or tests in a simulated environment appropriate for the proposed system application
- b. Integrate non-intrusive instrumentation subsystems and components into prototypes for field experiments and/or tests in a simulated environment appropriate for the proposed system application
- c. Demonstrate non-intrusive instrumentation concepts and technologies.

Non-Intrusive instrumentation is defined here as: "Data collection and processing capabilities, integrated into the design of a system for one or more of the following uses: diagnostics, prognostics, testing or training." Non-Intrusive instrumentation provides measurement system hardware and/or software that can be fully integrated in military systems. It may collect, process, transmit, and/or store measurement data. Non-Intrusive instrumentation captures a core set of data for test and evaluation throughout the life of the system. It would be desirable for this instrumentation to leverage or benefit logistics, training, and battle damage assessment non-intrusive instrumentation efforts. The presence of non-intrusive instrumentation should be transparent to the system user(s) and non-intrusive on military system performance and operation.

NUWC DIVNPT is the selected activity for program management and administration of the AIST initiative, one of several focus areas that are funded out of the Office of Defense Test Resource Management Center (DTRMC). The Specific program within DTRMC is the Test & Evaluation/Science & Technology (T&E/S&T) program. NUWC DIVNPT will provide project management and technical direction to the AIST focus area within the T&E/S&T program.

2.0 SCOPE:

The contractor shall perform the following tasks in accordance with paragraphs 3.20 and 3.21 of the basic contract for Tasks A through G, and paragraphs 3.1 and 3.2 for Task H.

3.0 APPLICABLE DOCUMENTS:

- 3.1 NUWC-NPT Administrative Publication 11,255, dtd 15 June 2001
- 3.2 T&E/S&T Program Execution Guide DRAFT
- 3.3 AIST Working Group Charter
- 3.4 2007 Annual Test Technology Area Plan (TTAP)

4.0 REQUIREMENTS: The contractor shall perform the following:

4.1 TASK A. Utilizing rough presentation data (GFI 6.1) and IAW Applicable Document (AD) 3.1, the contractor shall develop data/graphics presentation material in the form of slides, handouts,

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posters, and multimedia presentations for use by AIST project personnel for project briefings. Typical AIST project briefing materials include technical AIST project information, functional organizational charts, system concept drawings, pie charts, schedules, bar charts, technical illustrations, and text.

4.1.1 DELIVERABLE PRODUCT: The Contractor shall deliver Project Presentation Materials IAW CDRL A001.

Performance Standard: Presentation materials are complete and have few and/or minor errors requiring corrections after review. Narrative presentations are clear and concise. Presentation materials conform to document requirements in Applicable Documents (AD) 3.1. and delivered IAW CDRL A001.

4.2 TASK B. Utilizing AIST Project management and technical data (GFI 6.3), the contractor shall develop project management plans and technical reports IAW AD 3.1. The plans/reports shall include the development, review, revision and/or update of AIST technical manuals, AIST Project management documents, and reports on findings of specific project research and development efforts.

4.2.1 DELIVERABLE PRODUCT: The Contractor shall deliver AIST Management Plans and Technical Reports IAW CDRL A002.

Performance Standard: Management Plans and Technical Reports are complete and have few and/or minor errors requiring corrections after review. Narrative presentations are clear and concise. Presentation materials conform to document requirements in the AD 3.1 and delivered IAW CDRL A002.

4.3 TASK C. In accordance with AIST financial tracking system requirements and utilizing AIST Project financial data (GFI 6.4, 6.5, 6.6) and NUWC Defense Industrial Financial Management System (DIFMS) and Executive Business Information System (EBIS) reports and reports from performing contractors, the Contractor shall update and maintain the AIST financial tracking system. The Contractor shall prepare AIST project financial reports of planned vs. actual expenditures. In addition, technical support shall be provided for the development of AIST budgets and funding usage projections shall be required. This support shall include analysis of budget projections, task deconfliction, and assessment of resource utilization.

4.3.1 DELIVERABLE PRODUCT: The Contractor shall provide AIST financial reports IAW CDRL A003.

Performance Standard: The financial reports are complete and accurate. Any analysis done is technically accurate. Updates are delivered IAW CDRL A003.

4.4 TASK D. The Contractor shall update and maintain data entry into the existing document tracking system for the AIST Project to track the status of project documents (GFI 6.7) as required for ISO 9001:2000 compliance and certification. Examples of documents that will require tracking and updating: Broad Agency Announcements (BAAs), NUWC Contract and Requisition Documents, AIST mailing lists, AIST working group member lists, statements of work (SOW), and contractor and project reports.

4.4.1 DELIVERABLE PRODUCT. The Contractor shall deliver AIST documentation tracking system reports IAW CDRL A004.

Performance Standard: Tracking System Reports are complete and have few and/or minor errors requiring corrections after review. Narrative presentations are clear and concise. Deliveries are done IAW CDRL A004.

4.5 TASK E. The Contractor shall attend AIST Project reviews, AIST mid-year and end-of-year briefings, and project-related meetings, and provide minutes, for review and approval by NUWC DIVNPT. Additionally, when required by Technical Instructions the Contractor shall provide meeting planning,

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organization and coordination support for project-related meetings when the Government hosts the meetings at a Government provided venue.

4.5.1 DELIVERABLE PRODUCT: The Contractor shall provide AIST meeting minutes IAW CDRL A005.

Performance Standard: Meeting minutes are complete, accurately reflect discussions, include all action items, and have few and/or minor errors requiring corrections after review. Narrative presentations are clear and concise. Documents conform to requirements in the AD 3.1 and delivered IAW CDRL A005.

4.6 TASK F. The Contractor shall collate project technical and financial data from all AIST project participants (GFI 6.2, 6.5 & 6.6) and compile sponsor monthly progress reports, for review and approval by NUWC. These reports shall summarize the technical progress of all participating DoD activities and provide total expenditures to date.

4.6.1 DELIVERABLE PRODUCT. The Contractor shall deliver AIST sponsor progress reports IAW CDRL A006.

Performance Standard: Sponsor Progress Reports are complete and have few and/or minor errors requiring corrections after review. Narrative presentations are clear and concise. Documents are delivered IAW CDRL A006.

4.7 TASK G. The Contractor shall update the existing Technical Program Manager Notebook with material including the AIST Project Calendar, the AIST Action Item List, project schedules, most recent program briefs, SOW and contract financial documents all to be provided as GFI (GFI 6.3, 6.5, 5.6, & 6.7). The AIST Project Calendars and Action Items are available on a web-based system to enable realtime project information to DoD and contractor AIST program offices. Additionally AIST Project Calendar inputs shall be uploaded to the existing T&E/S&T master calendar.

4.7.1 DELIVERABLE PRODUCT: The Contractor shall provide printouts of the sponsor project management calendars and action item lists IAW CDRL A007.

Performance Standard: Sponsor Project Management Calendars and Action Items Lists are complete, have few and/or minor errors requiring corrections after review and are delivered IAW CDRL A007.

4.8 TASK H: When Tasked by Technical Instructions, the Contractor shall provide Subject Matter Experts (SMEs) to make recommendations to the AIST Technical Program Manager (PM) through the review of published research papers, R&D reports, and the development of suggested areas of focus for R&D data calls and funding efforts.

The SMEs shall provide the support for the tasking listed above via attendance at conferences and meetings as designated by the Technical Instruction. Technical Instructions shall require the SMEs to make on-site visits to entities performing R&D work for the AIST Program to assess progress on the AIST projects IAW the issued AIST tasking to the entity. The SMEs shall submit trip reports summarizing their findings after attendance at conferences and meetings or after any on-site visits. The SMEs when tasked by a Technical Instruction shall review technical reports (GFI 6.7) and submit their evaluations. The SMEs when tasked by a Technical Instruction shall develop requirement recommendations regarding AIST areas of interest, including development of draft specifications, which may be incorporated into Broad Agency Announcements (BAAs) or a Request For Proposal (RFP) Statement of Work.

4.8.1 DELIVERABLE PRODUCT: The Contractor shall deliver an attendance/trip report from each SME attending any function or on-site visit IAW CDRL A008. The Contractor shall deliver reports concerning reviews and recommendations IAW CDRL A009.

Performance Standard: Trip Reports, Review and Recommendation Reports are complete, have few and/or minor errors requiring corrections after review. Narrative presentations are clear and concise. Documents are submitted IAW CDRLS A008 and A009.

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5.0 PROGRESS REPORTS. The contractor shall deliver monthly cost and performance reports in accordance with the basic contract Clause C16S Cost and Performance reporting (May 2001).

6.0 GOVERNMENT FURNISHED INFORMATION

Anticipated Government Furnished Information (GFI):

- 6.1 Rough presentation data
- 6.2 CTEIP Planning & Execution Guide (PEG) 1 January 2008
- 6.3 AIST Project Management and Technical Data
- 6.4 AIST financial tracking requirements
- 6.5 AIST Project financial data
- 6.6 AIST Project schedule, resource, and financial data
- 6.7 AIST documents
- 6.8 NMCI requirements
- 6.9 AIST Working Group Charter
- 6.10 T&E/S&T Technology Area Plan (TTAP) 2007
- 6.11 NUWC Defense Industrial Financial Management System (DIFMS) Reports
- 6.12 NUWC Executive Business Information System (EBIS) Reports
- 6.13 Draft T&E/S&T Project Execution Plan (PEP)

GFI will be provided upon award of task order and as it becomes available. GFI shall be returned to the Government at the end of the period of performance.

7.0 QUALITY SURVEILLANCE & PERFORMANCE STANDARDS

The government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of deliverables.

Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the specific performance standards as listed in the applicable documents provided as GFI and in the task paragraphs of this SOW. Responsiveness will be evaluated based upon the government experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to the negotiated costs.

C16S COST AND PERFORMANCE REPORTING (NOV 2011)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into Wide Area Workflow (WAWF). Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

(c) The Contractor's Performance Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(1) Access:

a) eCRAFT: Reports are uploaded through the Electronic Cost Reporting and Financial Tracking (eCRAFT) System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/nuwc/newport/contracts/default.aspx> under eCRAFT information. The eCRAFT e-mail address for report submission is: Ecrafft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

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b) WAFF: See Clause HQ G-2-0007.

(2) Format.

a) eCRAFT: Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCraft) as defined in the EPRU manual.

b) Contractor's Performance Report: The pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. The report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is mandatory.

(3) Scope and Content. Costs incurred under this contract/task order are to be segregated at the lowest level of performance, either task, subtask or Technical Instruction (TI), rather than on a total task contract/order basis.

a) eCRAFT: Supporting documentation in eCRAFT shall include summaries of work charged during the period covered.

b) Contractor's Performance Report:

(i) Provide a front cover sheet that indicates the contractor's name and address, the contract number, the system or program nomenclature, the report date, the reporting period, the report title and a serial number for the report, the security classification, the name and address of the person who prepared the report, and the name of the issuing Government activity (Naval Undersea Warfare Center Division, Newport).

(ii) Report contract schedule status. Describe the progress made against milestones during the reporting period.

(iii) Report any significant changes to the contractor's organization or methods of operation, to the project management network, or to the milestone chart, including the addition/deletion of any subcontractors and key personnel

(iv) Report problem areas affecting technical, scheduling, or cost elements. Provide background and recommendations for solutions. Report results (positive or negative) obtained related to previously identified problem areas, with conclusions and recommendations.

(v) Report all trips and significant results. This shall be a full breakdown, including locations, names of the people who travelled, and costs.

(vi) Report all significant communications and any commitments made thereby. Include all non-contractual communications, such as technical instructions, e-mails, telephone conversations, etc.

(vii) Report Engineering Change Proposal (ECP) status. Identify all ECPs by status, i.e., proposed, approved and implemented.

(viii) Report plans for activities during the following reporting period.

(ix) Include appendices for any necessary tables, references, photographs, illustrations, charts, etc.

(4) Submission and Approval.

a) The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice into WAFF. The amounts shall be same. eCRAFT Approval will be indicated by e-mail notification from eCraft.

b) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 59.

(d) The contractor shall not provide other funds, man-hour, or status reporting without the prior written approval of the contracting officer.

C23S FACILITIES (SEP 2004)

(a) The Contractor shall provide liaison office(s) within commuting distance (by surface transportation) of the

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Naval Undersea Warfare Center Division, Newport. The liaison office(s) shall meet all security requirements and provide controlled access work areas as specified in the DD Form 254 (if attached).

(b) The requirement for maintaining these facilities shall not be construed to mean that the Government will be obliged to pay any direct costs in connection therewith and further, the contractor shall not be entitled to any direct payment (labor, transportation or otherwise) in connection with any personnel set in readiness at, or brought to such facility in preparation for, or in expectation of, work to be performed under the contract. Payment for labor hours and materials will be made only for such hours and materials actually expended in performance under the contract. This paragraph applies also to any additional facilities which may be necessary during contract performance.

C25S ACCESS TO GOVERNMENT SITE (OCT 2009)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office. Compliance with SECNAV M-5510.30, Section 9-20, FACILITY ACCESS DETERMINATION (FAD) PROGRAM is specifically required. Badges shall be issued only after completion of SF85P available at: <http://www.opm.gov/forms/index.asp>

Contractor personnel requiring a Common Access Card, access to controlled unclassified information (CUI) and/or user level access to DoN or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without control to identify and deny sensitive information, are required to have a favorably adjudicated NACLCL.

The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall wear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification.

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Occupational Safety and Health Information for Contractors" prior to commencing performance at any NUWC DIVNPT site. This document is available under "Contractor Info" at: <http://www.navsea.navy.mil/nuwc/newport/docs/Forms/AllItems.aspx>

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWC DIVNPT site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/EMS_EnvPolicy1.pdf

(d) The contractor shall ensure that each contractor employee who is resident at any NUWC DIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWC DIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/External ISO14001_2009 Training.pdf

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWC DIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

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C26S INFORMATION ASSURANCE – UNCLASSIFIED DOD INFORMATION ON NON-DOD INFORMATION SYSTEMS (JUL 2010)

a. The Contractor shall ensure that unclassified DoD information it receives or produces in support of DoD activities is protected according to the information safeguards described in Attachment 2 to Directive-Type Memorandum (DTM) 08.027 – Security of Unclassified DoD Information on Non-DoD Information Systems, which is available at the following web address:

<http://www.dtic.mil/whs/directives/corres/pdf/DTM-08-027.pdf>

b. Upon request by the Government, the Contractor shall provide documentation demonstrating the safeguards the contractor has implemented to ensure the security of unclassified DoD Information.

c. Contractor personnel that have not been briefed on Attachment 2 to Directive-Type memorandum (DTM) 08-027 – Security of Unclassified DoD Information on Non-DoD Information Systems shall be denied access contractor systems that contain unclassified DoD information.

d. *Subcontracts.* If the Contractor issues any subcontracts in which the subcontractor will have access to unclassified DoD information, the Contractor shall include this clause.

C57S EXCEPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001)

(a) The Government has determined that this procurement is an exception to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194).

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

C62S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-2, SOW

(a) In accordance with FAR 9.505-2(b); whereas this task order provides for the Contractor to prepare, support the preparation of, or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions; the contractor agrees not to be a supplier to the Department of Defense, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement as defined above. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of three years after the term of this task order.

(b) For the purpose of this clause, the term “Contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor of the contractor.

(c) The Contractor shall, within 15 days after the effective date of this task order, provide a written certification to the Contracting Officer that all employees, agents and subcontractors involved in the performance of this task order have been informed of the provisions of this clause.

(d) Any subcontractor which performs any work relative to this task order shall be subject to this clause. The Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The prohibitions imposed by this clause may be waived by the Contracting Officer.

(f) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the

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provisions of this clause, such noncompliance shall be deemed a material breach of contract for which the Government reserves the right to terminate the task order for default and/or resort to such other rights and remedies as provided for under this task order and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of contractor responsibility in future Government acquisitions.

C63S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-3

(a) In accordance with FAR 9.505-3; whereas this task order provides for the technical evaluation of other Contractors' products or services or provides for the furnishing of management support services, the Contractor agrees that it shall not furnish to the United States Government, either as a prime contractor, as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, subsystem or component which is the subject of work under this contract, except that it may, under the circumstances stated in paragraph (e) below, participate in related Integrated Product Teams (IPT's). This prohibition is effective during the term of the task order and extends for a period of three years after the term of this task order.

(b) The Contractor further agrees that its employees, agents or subcontractors shall not disclose to any individual, company or Government representative* any information relating to current or proposed Government budgetary information, acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed under this task order, unless so directed by the Contracting Officer. The Contractor also agrees that it shall promptly notify the Contracting Officer of any attempt by an individual, company or Government representative* to gain access to such information. Such notification shall include the name and organization, if available, of the individual, company or Government representative seeking access to such information.

(c) For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.

(d) Any subcontractor which performs any work relative to this task order shall be subject to this clause. The Contractor shall include these provisions in all subcontracts and shall substitute "subcontractor" for "contractor" where appropriate.

(e) If the contractor is tasked by NUWC to participate in an IPT related to any system, subsystem or component which is the subject of work under this task order, the contractor may participate without the need for any notification to the Contracting Officer. If the contractor is tasked by some other Government office to participate in an IPT related to any system, subsystem or component which is the subject of work under this task order, the contractor may participate without advance approval but shall notify the Contracting Officer within 5 calendar days of the request. If the contractor is tasked by a non-Government entity (e.g. another contractor) to participate in an IPT related to any system, subsystem or component which is the subject of work under this task order, the contractor shall not begin work on the IPT task without obtaining authorization from the Contracting Officer of this task order. The contractor shall notify the Contracting Officer of this task order in writing, describing the IPT effort, listing the probable participants, providing a justification for the contractor's participation, and describing the safeguards which will be established to ensure the contractor's objectivity for this task order. Within 15 days of receiving the notification, the Contracting Officer will consider whether the contractor's objectivity will be affected and will issue a determination to the contractor.

(f) The Contractor certifies and warrants that to the best of its knowledge and belief the contractor does not have any organizational conflict of interest as defined in paragraph (a). The contractor shall inform all employees, subcontractors, consultants, and agents involved in the performance of this task order of the provisions of this clause.

(g) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for

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which the Government reserves the right to terminate the task order for default and/or resort to such other rights and remedies as provided for under this task order and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of contractor responsibility in future Government acquisitions.

(h) If it is in the best interests of the Government, the prohibitions imposed by this clause may be waived by the Head of the Contracting Activity.

* Government Representative is defined as any Government employee, either military or civilian, not directly involved in the effort to be performed under this task order.

C64S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-4

(a) In accordance with FAR 9.505-4, whereas the statement of work for this task order requires access to proprietary data of other companies the Contractor must agree with the other companies to (1) protect their information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it was furnished. The Contractor agrees to furnish copies of such agreements to the Contracting Officer before accepting possession of such data. The Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this task order if such additional work is procured competitively.

(b) For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.

(c) The Contractor shall, within 15 days after the effective date of this task order, provide a written certification to the Contracting Officer that all employees, agents and subcontractors involved in the performance of this task order have been informed of the provisions of this clause.

(d) Any subcontractor which performs any work relative to this task order shall be subject to this clause. The Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The prohibitions imposed by this clause may be waived by the Contracting Officer.

(f) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of contract for which the Government reserves the right to terminate the task order for default and/or resort to such other rights and remedies as provided for under this task order and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions.

(g) The Government may administratively modify the contract to list agreements between the Contractor and third parties into the task order.

HQ C-2-0059 Updating Specifications and Standards (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with

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copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

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SECTION D PACKAGING AND MARKING

D11S PRESERVATION, PACKAGING, PACKING AND MARKING (MAY 2006)

Preservation, packaging, packing, and marking shall be in accordance with ASTM D 3951-98, "Standard Practice for Commercial Packaging". Additionally, the Contractor shall mark all packages with the following, as appropriate:

CONTRACT NUMBER: (from SF26 Block 2 or Task Order Block 1)

ORDER NUMBER: (from Task Order Block 2)

REQUISITION NUMBER: (from Task Order General Information Section)

D21S DELIVERY, CONTROL, AND MARKING OF TECHNICAL DATA (SEP 2004)

(a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.

(b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).

(c) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this task order. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Task Order Ordering Officer.

(d) Release of all technical data is subject to NUWCDIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).

(e) All copies of CDRL items under this task order, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport
Contract, Order, and ELIN Numbers
Report Title
Date of Report
Contractor Name (division which generated the report)

(f) Some of the data deliverables under this task order may require additional markings. If this clause is cited in Block 16 of the DD Form 1423, provide the following markings prominently on the cover of the report:

Contractor's Business Address

Task Order Dollar Amount

Sponsor (name, activity, office code, and location). Orders, if applicable, will identify the sponsor.

D24S PROHIBITED PACKING MATERIALS (JUN 2004)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

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SECTION E INSPECTION AND ACCEPTANCE

In accordance with Section E of the MAC contract, the following cost reimbursement clause is hereby incorporated by reference:

52.246-5 INSPECTION OF SERVICES – COST-REIMBURSEMENT (APR 1984)

The following clauses are incorporated in full text:

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

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

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

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SECTION F DELIVERABLES OR PERFORMANCE

F1S PERIOD OF PERFORMANCE (JUN 2010)

Services to be furnished hereunder shall be performed and completed as follows:

Base/Option#	Funding Type	Line Items	Performance Period
Base	RDDA	4100; 6100	10/1/09 - 3/31/10
Option 10	RDDA	4105; 6105	4/1/10 - 9/30/10
Option 5	RDT&E	4200; 6200	8/1/09 - 7/31/10*
Option 1	RDDA	4101; 6101	10/1/10 - <u>01/26/11</u>
Option 6	RDT&E	4201; 6201	8/1/10 - 7/31/11*
Option 2	RDDA	4102; 6102	<u>1/27/11- 01/26/12</u>
Option 7	RDT&E	4202; 6202	8/1/11 - 7/31/12*
Option 3	RDDA	4103; 6103	01/24/12 - 03/31/12*
Option 8	RDT&E	4203; 6203	8/1/12 - 7/31/13*
Option 4	RDDA	4104; 6104	10/1/13 - 9/30/14*
Option 9	RDT&E	4204; 6204	8/1/13 - 7/31/14*

* If option is exercised. NOTE: The option periods of performance are estimated and projected for planning purposes. However, if the option is not exercised prior to the beginning of the option's projected performance period as outlined in the schedule, upon receipt of funds, the contracting officer will modify the schedule. The option's performance timeframe shall be adjusted to correlate to the timeframe commensurate with the exercise of the option for a period not to exceed 12 months. The overall Period of Performance of this task order shall not exceed five (5) yrs from the effective date of the task order.

F22S DELIVERY OF DATA (JUN 2004)

The contractor shall deliver data items in accordance with the directions set forth on the DD Form 1423, Contract Data Requirements List (CDRL), which is an exhibit to this task order. Any change in the delivery of data must be made by a formal task order modification.

F30SX PLACE OF PERFORMANCE (APR 2005)

Work will be performed at the Government's Naval Undersea Warfare Center Division Newport location and contractor site, as required by the statement of work.

Anticipated travel sites include: Washington DC; Eglin AFB, FL; St. Louis, MO; Atlanta, GA; San Diego, CA; Charleston, SC; Norfolk, VA; Keyport, WA; Dahlgren, VA

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SECTION G CONTRACT ADMINISTRATION DATA

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2011)

(a) Functions: The Procuring Contracting Officer (PCO) for this contract is identified on the basic contract. Only the PCO can change the basic contract, and the PCO maintains primacy over the contract and all its task orders. The Contracting Officer of this Task Order is a warranted Ordering Officer of the Naval Undersea Warfare Center Division Newport. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.

(b) Authority: The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the contractor unless the Contracting Officer or basic contract PCO has issued a formal modification.

(c) The Contracting Officer is:

Name: Steven A. Fusco Jr.

Telephone: Commercial 401-832-5132; DSN 432-5132

Fax Commercial: 401-832-4820; DSN: 432-4820

Email: steven.fusco@navy.mil

(d) The Task Order Negotiator is:

Name: same as (c) above

Telephone: Commercial 401-832 ; DSN 432-

Fax Commercial: 401-832-4820; DSN: 432-4820

Email: @navy.mil

(e) Ombudsman for the Naval Undersea Warfare Center Division, Newport, RI, is:

Name: David J. Rego

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Telephone Commercial: 401-832-1766; DSN: 432-1766

Fax Commercial: 401-832-4820; DSN: 432-4820

Email: david.rego@navy.mil

(f) The Contracting Officer's Representative (COR) and Alternate Contracting Officer's Representative for this task order are:

Name: Mr. Jack Hartwein-Sanchez

Code: 71

Mailing Address: Naval Undersea Warfare Center Division, Newport, 1176 Howell Street, Building: 1351, 2nd Floor, Room: 211 W5 , Newport, RI 02841

Telephone: Commercial (401) 832-5024 DSN 432-5024

Fax: (401)832-4441

E-Mail: john.hartweinsanchez@navy.mil

The COR is responsible for those specific functions assigned in the COR Appointment Letter.

Alternate COR. In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the Alternate COR.

Name: NOT APPLICABLE

Code:

Mailing Address: Naval Undersea Warfare Center Division, Newport, 1176 Howell Street, Building: Room: , Newport, RI 02841

Telephone: Commercial 401-832 ; DSN 432-

(g) The contractor's senior technical representative (STR), point of contact, for performance under this task order is:

Name: [REDACTED]

Title: [REDACTED]

Mailing Address: Purvis Systems Inc., 1272 West Main Rd., Middletown, RI 02842

E-mail Address: [REDACTED]

Telephone: [REDACTED]

FAX: [REDACTED]

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G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2011)

(a) The cognizant Administrative Contracting Office for this task order is identified in Block 6 on page one of this task order.

(b) TASK ORDER ACO DELEGATED FUNCTIONS. The task order Administrative Contracting Officer (ACO) is delegated the following functions:

(1) All functions of FAR 42.302(a) except (3), (40), (44), (45), (46), (47), (51), (59), (62), (63), (64), and (70).

(2) The function of FAR 42.302(b)(6).

(c) If the task order ACO identifies a contract administration problem, the remedy for which is not covered by the above, the task order ACO shall request the Contracting Officer to delegate additional functions as necessary. The Contracting Officer may delegate authority by letter.

G30S FUNDS ACCRUAL DATE (DEC 2010)

The NUWC Accrual Date for the funds in this modification is: 31 March 2012

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

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

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

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

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

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

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)

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Receiving Report (FFP, DD250 Only)

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

Issue DODAAC	<u>N66604</u>
Admin DODAAC	<u>S3309A</u>
Pay Office DODAAC	<u>HQ0337</u>
Inspector DODAAC	<u>Leave Blank</u>
Service Acceptor DODAAC	<u>Leave Blank</u>
Service Approver DODAAC	<u>N66604</u>
Ship To DODAAC	<u>Leave Blank</u>
DCAA Auditor DODAAC	<u>HAA331</u>
Inspection Location	<u>Leave Blank</u>
Acceptance Location	<u>Leave Blank</u>

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

(e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in WAWF for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODCs (materials and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

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

Send Additional Email Notification To:
george.shoemaker@navy.mil ; john.hartweinsanchez@navy.mil

(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved

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by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NUWC DIVNPT WAWF point of contact, Jerry Palmer at 401-832-4964 or gerard.palmer@navy.mil. For payment status, log into WAWF, scroll to the bottom of the page, and click on the link for "Pay Status (myinvoice – External Link)". Call or e-mail Barbara Sangeado at 401-832-4952 or barbara.sangeado@navy.mil only if you cannot get the answer through the WAWF Website.

Accounting Data
 SLINID PR Number Amount

 410001 N66604-9051-1924 [REDACTED]
 LLA :
 A1 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00E716049
 Standard Number: 0195147
 610001 N66604-9204-8594 [REDACTED]
 LLA :
 A1 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00E716049
 Standard Number: 0195147

BASE Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 01 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 02

410002 N66604-9335-6812 [REDACTED]
 LLA :
 A2 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00Y716050
 Standard Number: 0195147

610002 N66604-9335-6813 [REDACTED]
 LLA :
 A2 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00Y716050
 Standard Number: 0195147

MOD 02 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 03

410003 N66604-0039-6529 [REDACTED]
 LLA :
 A2 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00Y716050
 Standard Number: 0195147

610003 N66604-0039-6530 [REDACTED]
 LLA :
 A2 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00Y716050
 Standard Number: 0195147

MOD 03 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 04 Funding [REDACTED]
 Cumulative Funding [REDACTED]

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MOD 05

410004 N66604-0084-3905 [REDACTED]
 LLA :
 A3 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00E716010
 Standard Number: 0195147

MOD 05 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 06

410501 N66604-0090-4628 [REDACTED]
 LLA :
 A4 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00E716060
 Standard Number: 0195147

610501 N66604-0090-4629 [REDACTED]
 LLA :
 A4 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00E716060
 Standard Number: 0195147

MOD 06 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 07

410005 N66604-0153-2935 [REDACTED]
 LLA :
 A4 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00E716060
 Standard Number: 0195147

410502 N66604-0153-2950 [REDACTED]
 LLA :
 A4 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00E716060
 Standard Number: 0195147

610002 N66604-9335-6813 [REDACTED]
 LLA :
 A2 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00Y716050
 Standard Number: 0195147

610502 N66604-0153-2952 [REDACTED]
 LLA :
 A4 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00E716060
 Standard Number: 0195147

MOD 07 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 08

410101 N66604-0260-1430 [REDACTED]
 LLA :
 A4 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00E716060
 Standard Number: 0195147

610101 N66604-0260-1431 [REDACTED]
 LLA :
 A4 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00E716060
 Standard Number: 0195147

MOD 08 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 09

610502 N66604-0153-2952 [REDACTED]
 LLA :
 A4 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00E716060
 Standard Number: 0195147

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MOD 09 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 10

410102 N66604-0321-1001 [REDACTED]
LLA :
A5 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00Y716061
Standard Number: 0195147

610102 N66604-0321-1002 [REDACTED]
LLA :
A5 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00Y716061
Standard Number: 0195147

MOD 10 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 11

410201 N66604-1013-0090 [REDACTED]
LLA :
A6 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00E716061
Standard Number: 0195147

610201 N66604-1013-0091 [REDACTED]
LLA :
A6 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00E716061
Standard Number: 0195147

MOD 11 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 12

610101 N66604-0260-1431 [REDACTED]
LLA :
A4 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00E716060
Standard Number: 0195147

MOD 12 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 13

410103 N66604-1042-4832 [REDACTED]
LLA :
A6 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00E716061
Standard Number: 0195147

MOD 13 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 14

410202 N66604-1069-8993 [REDACTED]
LLA :
A6 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00E716061
Standard Number: 0195147

610202 N66604-1069-8994 [REDACTED]
LLA :
A6 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00E716061
Standard Number: 0195147

MOD 14 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 15

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410203 N66604-1166-5255 [REDACTED]
LLA :
A6 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00E716061
Standard Number: 0195147

610203 N66604-1166-5257 [REDACTED]
LLA :
A6 97X4930.NH6A 000 77777 0 066604 2F 000000 70T00E716061
Standard Number: 0195147

MOD 15 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 16 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 17 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 18 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 19

410301 1300238952 [REDACTED]
LLA :
A7 97X4930 NH6A 252 77777 0 050120 2F 000000 A00000975247

410302 1300238952 [REDACTED]
LLA :
A7 97X4930 NH6A 252 77777 0 050120 2F 000000 A00000975247

610301 1300238952 [REDACTED]
LLA :
A7 97X4930 NH6A 252 77777 0 050120 2F 000000 A00000975247

610302 1300238952 [REDACTED]
LLA :
A7 97X4930 NH6A 252 77777 0 050120 2F 000000 A00000975247

MOD 19 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

The contractor is expressly prohibited from purchasing any telecommunication devices (i.e. satellite telephones, cell phones, pagers, blackberry, two way radios, walkie-talkies, etc. or any associated accessories) without the written approval of the contracting officer on an item by item basis.

H31S INCREMENTAL FUNDING - ADDITIONAL FUNDS (JAN 2008)

Funding is increased from [REDACTED]. The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this order.

NUWC Accrual Date: See Clause G30S.

H81X TRAVEL RESPONSIBILITIES (OCT 2011)

There may be situations where contractor employees and government employees travel together in government vehicles, or in vehicles rented by the government under the terms of the U.S. Car Rental Agreement (currently available at (<http://www.defensetravel.dod.mil/Docs/CarRentalAgreement.pdf>) the government has with various rental car companies. In such situations, contractor employees may only be passengers (not drivers) in such vehicles. If a contractor employee is a passenger in a government vehicle or a vehicle rented by the government, it would be on a "no additional cost to the government" basis. If a contractor employee is a passenger in a government vehicle, the contractor shall indemnify and hold the government harmless from all liability resulting from personal injury or death or damage to property which may occur as a result of such joint travel. When a contractor is a passenger in a vehicle rented by the government, liability would be limited to the terms set out in the U.S. Car Rental Agreement in effect at the time of any incident.

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor is provided below (identified to the current Revision):

Wage Determination #: 05-2467 Revision: 11 Area: Rhode Island, Statewide

The above Wage Determinations (WD) can be accessed from the following website: <http://www.wdol.gov/>

Choose "Selecting WDs" from the menu. After choosing the appropriate area, answer the "prompts" as follows:

1. Were these services previously performed at this locality under an SCA-Covered contract? YES.
2. Are any of the employees performing work subject to a CBA? NO.
3. Are the contract services to be performed listed below as Non-Standard Services? NO.
4. Were these services previously performed under an SCA wage determination that ends in an even number?
Example: 1994-2104; or 1994-2114. NO.

The site will provide the appropriate WD.

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H61S GOVERNMENT FURNISHED PROPERTY (GFP) (NOV 2010)

(a) The Government shall furnish Government property to the Contractor for use in connection with this task order.

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in the attached, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following location: NUWC DIVNPT, Newport, RI

(2) Government Furnished Information (GFI) shall be provided as identified in the Statement of Work and specifications. Unless specified otherwise, GFI will be furnished within 30 days after task order award.

(b) Only the identified items, in the quantity shown, will be furnished by the Government; however, additional Government property may be made available. All other material required for the performance of this task order shall be furnished by the Contractor. GFP furnished under this task order is for use exclusively under this task order unless specified otherwise in writing by the Contracting Officer.

(c) All Government Property furnished under this task order shall be returned to NUWC DIVNPT at the completion of the task order unless otherwise specified. The Contractor shall immediately advise the Contracting Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

5252.216-9122 LEVEL OF EFFORT - ALTERNATE 1 (MAY 2010)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 23,000 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

Uncompensated effort 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 effort is indicated in the first sentence of this paragraph, uncompensated 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 to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended evenly over the period of performance. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer,

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shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) 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 to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

(k) The level of effort of each Contract Line Item Number (CLIN) of this task order is as follows:

CLIN	Manhours		
	Gov't Site	Kr Site	TOTAL
RDDA:			
4100	459	1,378	1,837
4101	1,040	3,100	4,140
4102	1,040	3,100	4,140
4103	1,040	3,100	4,140
4104	1,040	3,100	4,140
4105	576	1,727	2,303
RDT&E:			
4200	110	350	460
4201	110	350	460

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4202	110	350	460
4203	110	350	460
4204	110	350	460
TOTAL	5,746	17,254	23,000

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

(c) The following are specified as key people for this task order:

James E. Hooper, Management Analyst III (Sakonnet Tech. Group)

Dr. Paul Fortier, Engineer, Electrical IV (consultant)

Dr. Howard E. Michel, Engineer, Electrical IV (consultant)

██████████ Engineer, Electrical IV

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. 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 or 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 description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract 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 contract.

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

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(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

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SECTION I CONTRACT CLAUSES

The following clauses are incorporated by reference in this task order; however applicable clauses incorporated by reference in the basic MAC contract also apply:

a. FAR:

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

52.222-41 Service Contract Act of 1965, as Amended (NOV 2007)

52.222-54 Employment Eligibility Verification (Jan 2009)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
(DEC 2007)

52.227-3 PATENT INDEMNITY (APR 1984)

52.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (DEC 2007)

52.232-20 LIMITATION OF COST (APR 1984)

52.232-22 LIMITATION OF FUNDS (APR 1984)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

52.245-1 GOVERNMENT PROPERTY (AUG 2010)

52.245-9 USE AND CHARGES (AUGUST 2010)

b. DFARS:

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

252.227-7013 RIGHTS IN TECHNICAL DATA- NONCOMMERCIAL ITEMS (NOV 1995)

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software
Documentation (Jun 1995)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)

252.227-7019 Validation of asserted restrictions Computer Software (Jun 1995)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION
MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)

252.227-7030 TECHNICAL DATA- WITHHOLDING OF PAYMENT (MAR 2000)

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252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)

252.227-7039 PATENTS - REPORTING OF SUBJECT INVENTIONS (APR 1990)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (NOV 2004)

The following clauses are incorporated in full text:

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

Employee Class Monetary Wage - Fringe Benefits

(End of Clause)

NOTE TO CONTRACTORS: EMPLOYEE CLASSES AND EQUIVALENT GOVERNMENT RATES CAN BE FOUND AT THE FOLLOWING DEPARTMENT OF LABOR AND OFFICE OF PERSONNEL MANAGEMENT WEBSITES -

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

<http://www.dol.gov/whd/regs/compliance/wage/SCADirV5/SCADirectVers5.pdf>

GOVERNMENT EQUIVALENT GS LEVELS:

<http://www.dol.gov/whd/regs/compliance/wage/SCADirV5/Vers5SCAIndex.pdf>

and

OFFICE OF PERSONNEL MANAGEMENT:

<http://www.opm.gov/OCA/10tables/index.asp>

52.244-2 SUBCONTRACTS (OCT 2010)

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

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

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

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish

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supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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

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

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

(2) Is fixed-price and exceeds—

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

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: Any new additional subcontracts not approved in the original task order award.

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

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(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: Sakonnet Technology Group; Dr. Paul Fortier; and, Dr. Howard E. Michel

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SECTION J LIST OF ATTACHMENTS

DD1423- Contract Data Requirements List (with Addendum)

Listing of Government Property Made Available