

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-04-D-4109				2. DELIVERY ORDER NO. N415		3. EFFECTIVE DATE 2012 Jan 03		4. PURCH REQUEST NO. 1300240150		5. PRIORITY DO-C9	
6. ISSUED BY NUWC, NEWPORT DIVISION Simonpietri Drive, Building 11 Newport RI 02841-1706				CODE N66604		7. ADMINISTERED BY DCMA LONG ISLAND 605 STEWART AVENUE GARDEN CITY NY 11530-4761				CODE S3309A	
9. CONTRACTOR Purvis Systems 5225 ROUTE 347, SUITE 11 PORT JEFFERSON STATION NY				CODE 52644		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL	
								12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		SMALL DISADVANTAGED	
								13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		WOMEN-OWNED	
14. SHIP TO See Section D				CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266				CODE HQ0337	
										MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
	PURCHASE		Reference your _____ furnish the following on terms specified herein.								
			ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.								
Purvis Systems						Michelle Craft Contracts Manager					
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	See Schedule										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA				25. TOTAL		\$492,694.00	
				BY: /s/Bonnie L Stevens				12/30/2011		26. DIFFERENCES	
								CONTRACTING/ORDERING OFFICER			
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.	29. D.O. VOUCHER NO.		30. INITIALS		
						PARTIAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
f. TELEPHONE						g. E-MAIL ADDRESS					
						FINAL			34. CHECK NUMBER		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT COMPLETE			35. BILL OF LADING NO.		
a. DATE						b. SIGNATURE AND TITLE OF CERTIFYING OFFICER					
						PARTIAL					
						FULL					
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		

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GENERAL INFORMATION

A9S TASK ORDER GENERAL INFORMATION (MAY 2006)

Zone:1

NUWCDIVNPT Requisition Number: 1300240150 (original req number: N66604-0120-8817)

NUWCDIVNPT Control Number: 105365

NUWCDIVNPT Point of Contact: Anne-Marie J. Rosa
Telephone Number:401-832-7651

Type of Task Order: CFFF (Term)

The solicitation for this task order was solicited as a Cost Plus Fixed Fee term type with a base and four option years that is all were exercised would total sixty (60) months. In compliance with the memo issued by the Under Secretary of Defense (USD) (AT&L), dated 3 November 2010, the period of performance is changed to a total of thirty-six (36) months consisting of a base period (5 months) and three option years. The option year 3 is for 7 months.

If all options are exercised, this task order has a potential ceiling of \$3,695,070.00.

This award incorporates by reference Technical Instruction # TI-01, Rev-None dated December 30, 2011.

The following changes are made to the solicitation document and are incorporated to the task order award:

SECTION B -

1. Add Fee Table - which outlines the fixed fee for each CLIN
2. HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE
3. HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COSTTYPE) (FEB 1997)
4. Knowledge Based Services - 3 years
5. Establish new SLINs: 410001, 610001

SECTION C -

1. Delete Clause C60S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505 (MAR 2011)
2. Add Clause HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)
3. Update Clause C16S with current version (NOV 2011)
4. Update Clause C23S to current version (NOV 2010)
5. Delete Clause C24S SECURITY REQUIREMENTS (OCT 2004) (replaced by 52.204-2 in Section I)
6. Add Clause HQ C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

SECTION D -

1. Delete Clause D21S DELIVERY, CONTROL, AND MARKING OF TECHNICAL DATA (SEP 2004)
2. Add Clause HQ D-1-0001 DATA PACKAGING LANGUAGE
3. Add Clause HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

SECTION E -

1. Delete Clause E14S INSPECTION AND ACCEPTANCE OF SERVICES (AUG 2005)
2. Add FAR Clause 52.246-5 INSPECTION OF SERVICES – COST-REIMBURSEMENT (APR 1984)
3. Add Clause HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA
4. Add Clause HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

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SECTION F -

1. Revise Clause F1S for the following:
 - 1a. Change the Period of Performance (POP) start date of the base year from 5/20/11 to 12/28/11
 - 1b. Change the Period of Performance (POP) of option 3 from 5/20/14 - 5/19/15 to 5/20/14 - 12/27/14
 - 1c. Option 4 is eliminated due to knowledge based services restriction of 3 year POP.
 - 1d. Remove the following sentence from the NOTE: "The overall Period of Performance of this task order shall not exceed five (5) yrs from teh effective date of the task order."
2. Delete Clause F22S DELIVERY OF DATA (JUN 2004)
3. Add Clause HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY
PROCUREMENTS

SECTION G -

1. Delete Clause G2S INVOICE INSTRUCTIONS (NAVSEA – SEP 2009) (NOV 2010 Modified)
2. Add Clause HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)
3. Update Clause G10S with current version (NOV 2011)
4. Add Clause G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)
5. Add Clause HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE
ACCOUNTING CITATIONS
(ALTERNATE 1) (NAVSEA) (JAN 2008)
6. LLAs (**AA/410001**, **AA/610001**) are added by this award to reflect initial funding.

SECTION H -

1. Delete Clause H38S TECHNICAL INSTRUCTIONS (NOV 2010)
2. Add Clause 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999) (replaces Clause H38S)
3. Delete Clause H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE
STATUS
4. Add Clause 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)
5. Delete Clause H61S GOVERNMENT FURNISHED PROPERTY (GFP) (NOV 2010)
6. Add Clause 5252.245-9106 FACILITIES TO BE GOVERNMENT-FURNISHED (COST-
REIMBURSEMENT)
COST TYPE (SEP 2009)
7. Add Clause 5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP
1990)
8. Add Clause 5252.245-9115 RENT-FREE USE OF GOVERNMENT PROPERTY (SEP 1990)
9. Delete Clause 5252.216-9122 LEVEL OF EFFORT (DEC 2000)
10. Add Clause 5252.216-9122 LEVEL OF EFFORT - ALTERNATE 1 (MAY 2010) revised to reflect
the
three year LOE of 60,000 hours.
11. Add Clause H81X TRAVEL RESPONSIBILITIES (OCT 2011)
12. Clause 5252.237-9106 is revised to add key personnel names

SECTION I -

1. Revise Clause 52.217-9 to eliminate Option 4
2. Add FAR Clause 52.244-2 Subcontracts in full text
3. Update FAR Clause 52.245-9 to current version (AUG 2010)
4. Add FAR Clause 52.204-2 Security Requirements (AUG 1996)
5. Add DFARS Clause 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-
FURNISHED PROPERTY (FEB 2011)
6. Add DFARS Clause 252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (FEB
2011)
7. Add DFARS Clause 252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM
ADMINISTRATION (MAY 2011)
8. Add DFARS Clause 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (AUG 2011)
9. Delete FAR Clause 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997)
10. Add FAR Clause 52.223-18 – Encouraging Contractor Policies to Ban Text Messaging While

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Driving

(AUG 2011)

11. Add FAR Clause 52.225-20 – Prohibition on Conducting Restricted Business Operations in Sudan-- Certification (AUG 2009)
12. 52.225-25 -- Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification (NOV 2011)

SECTION J -

1. Delete DD254 for bidding purposes
2. Add DD254 for award

TASK ORDER VALUE: As a result of the award of CLINs: 4100 & 6100, the total awarded value of the task order is increased from [REDACTED]

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

4000 Code 1154 ██████████
Facilities
support services

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4100	Base Period - NWCF (WCF)	8333.0	LH	████████████████████		
410001	AA ██████████ (FY12; NWCF/non-appropri- ated; NUWC Code 1154; Sponsor: NUWC DIVNPT; TI-01, Rev-NONE) (WCF)					
4110	Option 1 - NWCF (WCF) Option	20000.0	LH	████████████████████		
4120	Option 2 - NWCF (WCF) Option	20000.0	LH	████████████████████		

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Prime and Subcontractor Travel and Materials (with burdens, no fee)			██████████
6100	Base Period - NWCF (WCF)	1.0	LO	██████████
610001	AA ██████████ (FY12; NWCF/non-appropri- ated; NUWC Code 1154; Sponsor: NUWC DIVNPT; TI-01, Rev-NONE) (WCF)			
6110	Option 1 - NWCF (WCF) Option	1.0	LO	██████████
6120	Option 2 - NWCF (WCF)	1.0	LO	██████████

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Option

For Cost Type Items:

7000 Code 1154
Facilities
support services

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7130	Option 3 - NWCF (WCF) Option	11667.0	LH			
7140	Option 4 - Eliminated at award (WCF) Option	0.0	LH			

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
9000	Prime and Subcontractor Travel and Materials (with burdens, no fee)			
9130	Option 3 - NWCF (WCF) Option	1.0	LO	
9140	Option 4 - Eliminated at award (WCF) Option	1.0	LO	

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" 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.

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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.

Fee Table

Labor CLIN	Labor Hours	Estimated Cost	Fixed Fee	Total	Fee Percentage
4100 (FY2012)	8,333				5.45%
Rate/Hr (FY2012)					
4110 (FY2013)	20,000				5.43%
Rate/Hr (FY2013)					
4120 (FY2014)	20,000				5.42%
Rate/Hr (FY2014)					
7130 (FY2014)	11,667				5.41%
Rate/Hr (FY2014)					

- The offeror shall divide the proposed fixed fee for each CLIN by the quantity of labor hours indicated to complete the table.

- In the event of any inconsistency between the above table and the CLIN pricing, the CLIN pricing shall take precedence.

Knowledge Based Services - 3 years

Note: The Government will not be exercising Options 4 and the Base Period is reduced to 5 months and Option 3 is reduced to 7 months.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1.0 BACKGROUND

The Naval Undersea Warfare Center Division, Newport (NUWCDIVNPT) Code 1154, Facilities and Installation Support Division, is responsible for all building maintenance and operations functions, building renovation projects, Military Construction (MILCON) planning and construction, and Navy directed Energy Program projects center-wide. Code 1154 is also responsible for Space Management, Parking Allocation, and the tracking/control associated with those particular programs.

2.0 SCOPE

The Contractor shall provide Code 1154 with support to assist in Facilities and Installation Support Programs: Maintenance & Operations, Design Program, Space Planning and Parking Allocation Program and Energy Management Program listed in Tasks A through G, for continued execution of programs and projects designated by NUWCDIVNPT Center Management. *NOTE: This requirement is for incidental support services in accordance with FAR 36 and does not require licensed, registered or certified professionals of an architectural or engineering nature to successfully perform the tasking.*

This effort falls under the scope of the Seaport-e contract basic statement of work paragraphs: 3.17, 3.20 and 3.21.

3.0 APPLICABLE DOCUMENTS

- 3.1 NFPA-70 National Electrical Code
- 3.2 NFPA-101 Life Safety Code
- 3.3 R.S. Means Facilities Estimating Guides
- 3.4 SPECS INTACT (Software program for contract specifications)
- 3.5 Occupational Safety & Health Administration (OSHA) for General Industry
- 3.6 International Building code (IBC)
- 3.7 Americans with Disabilities Act (ADA) Compliance and Cost Manual
- 3.8 National Fire Codes and Standards
- 3.9 Unified Facilities Guide specifications (UFGS)
- 3.10 Unified Federal Accessibility Standards (UFAS)
- 3.11 Architectural Graphic Standards
- 3.12 Navy Facilities Planning Guidelines
- 3.13 Unified Facilities Criteria (UFC)
- 3.14 NUWCDIVINST 11300.1E Energy Conservation Program
- 3.15 OPNAVINST 4100.5D Energy Management
- 3.16 Code 1154 Documents Library
- 3.17 Code 1154 Engineering Program Manual
- 3.18 Code 1154 Space Allocation and Parking Program Manual
- 3.19 Code 1154 Maintenance & Operations Program Manual
- 3.20 Code 1154 Draft Strategic Energy Management Plan Newport/Keyport
- 3.21 Navy's Shore Infrastructure Plans
- 3.22 Navy models for readiness scoring

4.0 REQUIREMENTS

The contractor shall execute the tasks delineated in section 4.1 through 4.7 utilizing Government Furnished Information (GFI 6.1 through 6.22) and applicable documents listed in section 3.1 through 3.22. Additional guidance on tasking shall be provided to the contractor through the use of written Technical Instructions (TI's) per clause H38S.

4.1 Task A: Logistic Support Activities

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The Contractor shall provide logistic/data collection support services to Code 1154 Project Engineers using GFI listed in Section 6.1 through 6.8 and 6.10 - 6.22 in support of all departmental Program Functions.

The contractor shall attend informational meetings with the project engineer to provide logistic support on the project.

The contractor shall review drawings for existing conditions and/or prior data available within the GFI Sec. 6.6 - Code 1154 Documents Library and Sec 6.13 ARCHIBUS Database to accomplish this function as it relates to the project. The contractor shall prepare preliminary rough draft drawings/findings applicable to the project.

The contractor shall assist the project engineer using the GFI Sec. 6.1 through Sec. 6.22 in developing a Rough Order of Magnitude (ROM) cost estimate for the proposed project after the initial proposed project meetings and data gathering are completed.

The Contractor shall utilize GFI Sections: 6.3 - 6.6 and 6.10 to document the results of the data collection/meeting and shall transmit these results to the Project Engineer.

4.1.1 Deliverable: The Contractor shall deliver draft drawings/ applicable findings (data collection/results of meetings) as required to the Project engineer. All documents shall be delivered in accordance with CDRL A001.

4.1.2 Performance Standard: Project Documentation provided is complete, accurate, and sufficiently detailed to begin the development of draft drawings. Project documentation is in accordance with Applicable Documents Sec: 3.1 through 3.22 as it applies to the project and in accordance with GFI Sec 6. 10 - 6.12.

4.2 Task B: Draft Conceptual Drawings

Using the concepts provided by the Project Engineer for the project and GFI in sections 6.1 through 6.13 the Contractor shall provide draft conceptual drawings. The contractor shall provide proposed product information for the project based on concepts developed and provided by the Project Engineer. The draft drawings shall be developed in accordance with Applicable Documents Sec 3.1 through 3.22.

4.2.1 Deliverable:

The contractor shall deliver the draft drawings and proposed product information to the Project Engineer. All documents shall be delivered in accordance with CDRLs A001 and A002.

4.2.2 Performance Standard: Draft drawings and proposed product information provided are in accordance with Applicable Documents Sec: 3.1 through 3.22 and incorporate all aspects of Task A.

4.3 Task C: Draft Construction Drawings:

Using GFI provided in section 6.1 through 6.13 and approved data from Tasks A & B, the Contractor shall provide draft construction drawings and associated electronic copies of the files to the Project Engineer. The drawings shall be developed in accordance with Applicable Document Sec: 3.1 through 3.22. Draft drawings shall be created in a NUWC compatible CAD format, currently AutoCAD 2008* provide as GFP (*Note: Newer version of AutoCAD may be used as it is approved by NMCI.)

The contractor shall assist the Project Engineer in compiling draft specifications applicable to the project using the Applicable Document Sec. 3.4 -SpecsIntact Program. The contractor shall document the applicable draft specifications for review to the Project Engineer. Draft drawings shall be provided to the Project Engineer for review and comment. The contractor shall attend follow-on informational project meetings with the project engineer. Project Engineer review comments shall be provided by email, redlines, or verbally, during project meetings. The contractor shall incorporate the comments into the specifications and drawings in accordance with CDRL A003

The contractor shall assist the Project Engineer in revising/updating the ROM cost estimate as applicable to the contents of the draft construction drawing. The contractor shall file electronic copies of the drawings within the NUWC Facilities Archive database; hard copies shall be maintained and filed in the Code 1154 drawing files library.

4.3.1 Deliverable:

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The Contractor shall deliver draft construction drawings, documentation of specifications, revised ROM cost estimates to the Project Engineer in accordance with CDRL A003.

4.3.2 Performance Standard: The draft drawings incorporate all review comments and are in accordance with Applicable Documents 3.1 – 3.22. The revised ROM cost estimates are accurate to within 12% of the final project cost.

4.4 Task D: Project Implementation and Logistics Support

Using GFI Sec 6.10 and 6.14 and drawing/project packages provided by the government, the contractor shall provide logistics support to assist the Project Engineer in the implementation of the project as follows:

The contractor shall assist the project engineer in the verification of proposed products to ensure they are consistent with the Engineer's contract package requirements.

The contractor shall assist the project engineer in the verification of actual work against the project engineer's final requirements and shall assist in identifying potential issues. The contractor shall provide notification to the project engineer of any discrepancies from the contract/design drawings on the day of the finding. The contractor shall provide suggestions regarding possible solutions to issues identified.

Using the GFI Sec 6.14 the contractor shall provide the project information to other Program Managers within Code 1154 for support in its operations, as applicable in hard copy, electronic or verbally.

4.4.1 Deliverable:

The contractor shall deliver technical reports documenting findings and suggestions in accordance with CDRLs A001, A004 and A005.

4.4.2 Performance Standard: Technical reports are accurate reflect findings and suggestions identified during verification of project packages.

4.5 Task E: ARCHIBUS Database and Documentation Maintenance

Using the GFI in section 6.1 through 6.8 and 6.10 through 6.13, and GFP (ARCHIBUS, AutoCAD and NMCI applications) the contractor shall verify, update and maintain data (including changes) required for facilities management and the Space Allocation Program. The contractor shall also post updated information to the Code 1154 webpage.

Information entered into the ARCHIBUS system include, but is not limited to, facility and personnel parameters such as location, NUWC Code identification, parking, space allocation, janitorial information, emergency evacuation plans.

The Contractor shall integrate the final AutoCAD-developed drawings provided by the government with the ARCHIBUS database.

The Contractor shall be responsible to generate and provide ARCHIBUS reports on various facilities elements.

The contractor shall maintain the ARCHIBUS database in a manner that provides real-time management information which is constantly being updated.

The contractor shall maintain site maps and building drawings using AutoCAD 2008.

The contractor shall adjust parameters in the ARCHIBUS database to accept new versions of AutoCAD provided as GFP.

4.5.1 Deliverable:

The contractor shall deliver technical reports/drawings in accordance with CDRL's A005 and A006.

4.5.2 Performance Standard: Office use statistics reflect the actual information in the ARCHIBUS files. Drawings and changes to buildings are incorporated into the ARCHIBUS files keeping all drawing elements intact. Updates to the files and Code 1154 database posted to the Intranet are performed on a daily basis to accurately reflect the daily changes with few instances of corrections required per month.

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4.6 Task F: MILCON Documentation and Planning Function*:

*Informational Note: this task involves novel configurations and applications; varied operational requirements, diversified environmental conditions and are multi-discipline oriented.

Using GFI sec 6.8, 6.20 through 6.22 and Applicable Documents in Sec 3.1 through 3.22, the contractor shall assist in preparing proposed Facility Project Documentation, for input into the Naval Facilities Engineering Command (NAVFAC) Electronic Programming Guide (EPG) on-line database.

The contractor shall assist the MILCON Director in: preparing the Economic Analyses for proposed MILCON projects utilizing PC ECONPACK analysis software (provided as GFI, Sec 6.20), update Facilities Planning Documentation, updating Basic Facilities Requirements and the MILCON integrated priorities list using the NAVFAC Internet Naval Facilities Assets Data Store (iNFADS) database GFI sec. 6.21.

The contractor shall assist in preparing draft project budget estimates as related to MILCON and Planning projects. The draft budget estimate shall be in accordance with GFI sec 6.20 through 6.22.

The contractor shall assist in developing draft conceptual site and floor plans, and develop and update draft project briefs in Power Point related to MILCON and Planning projects.

The contractor shall assist the MILCON Director in reviewing the applicable documents in Sec 3.21 and 3.22 to ensure NUWCDIVNPT's MILCON program is in compliance with the documents.

The contractor shall assist the MILCON Director in the performance of project self ratings using latest applicable document Sec 3.22, including data from the NAVFAC iNFADS database GFI sec 6.21 and the CNI Facilities Readiness Evaluation System (GFI) sec 6.22 and ensure that NAVFAC data bases are accurate and up to date.

4.6.1 Deliverable:

The Contractor shall deliver technical reports in accordance with CDRL A007.

The Contractor shall deliver revisions to documents in accordance with CDRL A008.

The contractor shall deliver presentation materials in accordance with CDRL A009.

4.6.2 Performance Standard: Documents, database entries, and electronic media conform to Applicable Documents, sec 3.21 and 3.22 and will be free of errors and omissions.

4.7 TASK G: Maintenance and Operations Support/Energy Program Support:

Utilizing the databases provided as GFI in Section 6.0, the contractor shall provide financial budgeting and tracking support for facilities maintenance services.

The contractor shall provide reports for budget tracking and cost transfers utilized by NUWCDIVNPT Code 02 to bill internal customers for non-maintenance facilities work performed by NAVSTA.

In support of the maintenance and operations program, the contractor shall provide information tracking support for the Weight Handling Equipment Management Information System (WHEMIS) (GFI sec 6.19) as part of the Navy's crane safety program.

The contractor shall provide energy consumption data gathering and tracking services as part of the SECNAV/NUWCDIVNPT energy reduction goals in accordance with applicable document 3.14, 3.15 and 3.20. The contractor shall provide reports/graphics from information gathered.

4.7.1 Deliverable:

The contractor shall deliver revisions to budget estimate documents in accordance with CDRL A00A.

The contractor shall deliver technical reports for financial tracking in accordance with CDRL A00B.

The contractor shall deliver presentation materials for financial tracking and energy consumption in accordance with CDRL A00C.

4.7.2 Performance Standard: Technical reports contain few errors and require little to no rework in accounting and job order distribution. Energy trending reports accurately reflect data points gathered and are visually displayed in a variety of ways, tabular, graphically or in a bar chart format. WHEMIS reports indicate quantity of cranes, crane number and safety item or data base point for requested query.

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5.0 PROGRESS REPORTS

The contractor shall prepare a Contractor Progress/Status and Management Report, on a monthly basis in accordance with the basic contract Clause which documents the technical progress and financial status of the effort. (Clause C16S Cost and Performance Reporting).

6.0 GOVERNMENT FURNISHED INFORMATION (GFI)

Government furnished information 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 performance period. Government furnished property (GFP) is attached separately.

- 6.1 Rough Project Planning Schedules
- 6.2 Rough Budget Constraints
- 6.3 Approved Major Repair Projects (MRP)
- 6.4 Capital Investment Projects (CIP)
- 6.5 Work Requests
- 6.6 Code 1154 Documents Library
- 6.7 Office Move Forms
- 6.8 Proposed MILCON Projects
- 6.9 NAVFAC MAXIMO Database
- 6.10 Code 1154 Engineering Program Manual
- 6.11 Code 1154 Space Allocation and Parking Program Manual
- 6.12 Code 1154 Maintenance & Operations Program Manual
- 6.13 ARCHIBUS Database
- 6.14 Final Drawing packages
- 6.15 BIMS (Business Management Information Systems) Database
- 6.16 EBIS Database
- 6.17 TEAM (Task Execution And Management Model) Database
- 6.18 ILSMIS (Industrial Logistics Support Management Information System) Database
- 6.19 WHEMIS Database
- 6.20 NAVFAC EPG - Database (includes PC ECONPACK)
- 6.21 NAVFAC iNFADS Database
- 6.22 CNI Facilities Readiness Evaluation System (FRES) Database

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.

The Contractor's performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the specific performance standards identified in task paragraphs. Responsiveness will be evaluated based upon the government's 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 negotiated costs.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(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).

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(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 cognizant 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 Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a

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determination on this matter. Notwithstanding this notification, the Government may terminate the contract 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 Contracting Officer, the Government may terminate this contract 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 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 this contract.

(n) Compliance with this requirement is a material requirement of this contract.

HQ C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements.

All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

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

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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 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.

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.

b) WAWF: 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).

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(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 WAWF. 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 (NOV 2010)

(a) The Contractor shall provide liaison office(s) within commuting distance (defined as within 50 miles by surface transportation) of the 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 task order 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>

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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 NUWCDIVNPT 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 NUWCDIVNPT 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 NUWCDIVNPT 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 NUWCDIVNPT 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, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

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.

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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.

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SECTION D PACKAGING AND MARKING

HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

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

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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SECTION E INSPECTION AND ACCEPTANCE

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

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

Items - 4000 & 7000 Series CLINs- 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

HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time (s) specified on the Contract Data Requirements List(s), DD Form 1423.

F1S PERIOD OF PERFORMANCE (JUN 2010)

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

CLIN	Funding Type	Base or Option #	Performance Period
4100 & 6100	NWCF	Base	1/3/12 - 5/19/12
4110 & 6110	NWCF	Option 1	5/20/12 - 5/19/13*
4120 & 6120	NWCF	Option 2	5/20/13 - 5/19/14*
7130 & 9130	NWCF	Option 3	5/20/14 - 1/2/15*
7140 & 9140	NWCF	Option 4	eliminated

* 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.

F30S PLACE OF PERFORMANCE (APR 2005)

Work will be performed at the Government's facility or other locations, as required by the statement of work. Travel to the following location is anticipated: Washington, DC.

	% of Manhours	
	Contractor's Site	Government Site
Base	0%	100%
Option 1	0%	100%
Option 2	0%	100%
Option 3	0%	100%
Option 4	eliminated	

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SECTION G CONTRACT ADMINISTRATION DATA

HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (ALTERNATE 1) (NAVSEA) (JAN 2008)

(a) For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below. If multiple paragraphs are checked, checked item applies to the contract line items, subline items identified.

(b) The following payment instructions apply to this contract:

(1) *Line item specific: single funding.* If there is only one source of funding for the contract line item (i.e., one ACRN), the payment office will make payment using the ACRN funding of the line item being billed.

(2) *Line item specific: sequential ACRN order.* If there is more than one ACRN within a contract line item, the payment office will make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(3) *Line item specific: contracting officer specified ACRN order.* If there is more than one ACRN within a contract line item, the payment office will make payment within the line item in the sequence ACRN order specified by the contracting officer, exhausting all funds in the previous ACRN before paying from the next ACRN.

(4) *Line item specific: by fiscal year.* If there is more than one ACRN within a contract line item, the payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(5) *Line item specific: by cancellation date.* If there is more than one ACRN within a contract line item, the payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(6) *Line item specific: proration.* If there is more than one ACRN within a contract line item, the payment office will make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

(7) *Contract-wide: sequential ACRN order.* The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

(8) *Contract-wide: contracting officer specified ACRN order.* The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN in the sequence order specified by the contracting officer.

(9) *Contract-wide: by fiscal year.* The payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year.

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In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(10) *Contract-wide: by cancellation date.* The payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(11) *Contract-wide: proration.* The payment office will make payment from each ACRN within the contract or order in the same proportion as the amount of funding currently unliquidated for each ACRN.

(12) *Other.* If none of the standard payment instructions identified above is appropriate, the contracting officer may insert other payment instructions, provided the other payment instructions—

(i) Provide a significantly better reflection of how funds will be expended in support of contract performance; and

(ii) Are agreed to by the payment office and the contract administration office.

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

Invoice (FFP Supply & Service)

Invoice and Receiving Report Combo (FFP Supply)

Invoice as 2-in-1 (FFP Service Only)

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Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)

Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations

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>Other</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:
gail.montague@navy.mil

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

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NUWCDIVNPT 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.

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (NOV 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: C. W. Kanoff
Telephone Commercial: 401-832-1486; DSN: 432-1486
Fax Commercial: 401-832-4820; DSN: 432-4820
Email: constance.kanoff@navy.mil

(d) The Task Order Negotiator and Primary Point of Contact is:

Name: Anne-Marie J. Rosa
Telephone: Commercial: 401-832-7651; DSN 432-7651
Fax Commercial: 401-832-4820; DSN: 432-4820
Email: anne-marie.rosa@navy.mil

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

Name: David J. Rego
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) this task order is:

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Name: Gail Montague

Code: 1154

Mailing Address: Naval Undersea Warfare Center Division, Newport, 1176 Howell Street,
Building:679, Room: 128, Newport, RI 02841

Telephone: Commercial 401-832-6246; DSN 432-6246

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

(g) The Contractor's Representative is:

Name: [REDACTED]

Title: [REDACTED]

Mailing Address: 1272 West Main Road, Middletown, RI 02842

E-mail Address: [REDACTED]

Telephone: [REDACTED]

FAX: [REDACTED]

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 Task Order Ordering Officer to delegate additional functions as necessary. The Task Order Ordering Officer may delegate authority by letter.

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

The contractor's senior technical representative, point of contact for performance under this contract is:

Name: [REDACTED]

Title: [REDACTED]

Mailing Address: 1272 West Main Road, Middletown, RI 02842

E-mail Address: [REDACTED]

Telephone: [REDACTED]

FAX: [REDACTED]

G30S FUNDS ACCRUAL DATE (DEC 2010)

The NUWC Accrual Date for the funds in this order is: February 10, 2012

Accounting Data		
SLINID	PR Number	Amount
410001	1300240150	[REDACTED]
LLA :		

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AA 97X4930 NH6A 252 77777 0 050120 2F 000000 A00000983795

610001 1300240150 [REDACTED]

LLA :

AA 97X4930 NH6A 252 77777 0 050120 2F 000000 A00000983795

BASE Funding [REDACTED]

Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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 **60,000** 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, 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

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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.

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

ITEM	ALLOTED TO COST	ALLOTED TO FEE	TOTAL AMOUNT ALLOTED	ESTIMATED PERIOD OF PERFORMANCE
41000				1/3/12 - 2/10/12
61000				1/3/12 - 2/10/12

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

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

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

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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(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.

Name	Company	Labor Category
	Purvis	Program/Project Manager III
	Purvis	Mechanical Engineer IV
	Purvis	Computer Systems Analyst III
Jan Phelps	Terminal Velocity	Computer Programmer 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.

(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.

5252.245-9106 FACILITIES TO BE GOVERNMENT-FURNISHED (COST-REIMBURSEMENT) COST TYPE (SEP 2009)

(a) The estimated cost and fee, if any, and delivery schedule set forth in this contract contemplate the rent-free use of the facilities identified in paragraph (b) below and in paragraph (d) (applicable only for research and development contracts) if such paragraph (d) is added to this requirement. If the Government limits or terminates the Contractor's rent-free use of said facilities, and such action affects the ability of the Contractor to perform this contract in accordance with its terms and conditions, then an equitable adjustment in the

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estimated cost and fee, if any, or delivery schedule, or both, shall be made pursuant to the clause entitled "CHANGES--COST-REIMBURSEMENT" (FAR 52.243-2), provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under this contract, the Contractor shall be entitled only to such adjustment as the Contracting Officer determines as a fact to be appropriate under the circumstances.

(b) The Contractor is authorized to acquire or use the facilities described below upon the prior written approval of the cognizant Contract Administration Office, which shall determine that such facilities are required to carry out the work provided for by this contract. Immediately upon delivery of each item of approved facilities to the Contractor's plant, the Contractor shall notify the cognizant Contract Administration Office of the receipt of such facilities owned by the Government, which shall be made a part of the plant account assigned to the Contractor at that location.

DESCRIPTION AND IDENTITY OF FACILITIES

(c) In the event there is in existence a facilities management contract effective at the same plant or general location, the facilities provided hereunder shall be made subject to all the terms and conditions of the facilities management contract.

*(d) In addition to those items of facilities identified in paragraph (b), above, the following items may be required for the complete performance of the work called for by this contract:

ADDITIONAL ITEMS OF FACILITIES

Accordingly, the right of the parties to agree upon such additional facilities during the term of performance of this contract is hereby expressly reserved.

5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)

The Government will provide only that property set forth in Attachment #2, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the items listed in Attachment #2 for use in the performance of this contract.

5252.245-9115 RENT-FREE USE OF GOVERNMENT PROPERTY (SEP 1990)

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of this contract, the Government property accountable under Contract **N00178-04-D-4109-N415**. The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

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)

Additional funds are hereby provided for continued performance. The total funding obligated for performance is therefore 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.

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NUWC Accrual Date: February 10, 2012

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.

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SECTION I CONTRACT CLAUSES

Note: The following clauses are incorporated by reference in this Task Order; however, all applicable clauses incorporated by reference in the basic MAC also apply.

52.204-2 Security Requirements (AUG 1996)

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

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

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

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

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

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

52.223-18 – Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

52.225-20 – Prohibition on Conducting Restricted Business Operations in Sudan--Certification (AUG 2009)

52.225-25 -- Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification (NOV 2011)

52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

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

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

52.245-1 GOVERNMENT PROPERTY (AUG 2010)

52.245-9 USE AND CHARGES (AUG 2010)

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

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

252.227-7016 Rights in Bid or Proposal Information (Jun 1995)

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (Jun 1995)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

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

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

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

252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (FEB 2011)

252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (FEB 2011)

252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (MAY 2011)

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (AUG 2011)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov> .

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) (i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2011) ALTERNATE I (JAN 2011)

As prescribed in [9.104-7\(c\)\(2\)](#), redesignate paragraph (a) of the basic clause as paragraph (a)(1) and add the following paragraph (a)(2):

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

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

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

Option No.	CLIN	Fund Type	Exercise Date – No Later Than
1	4110 & 6110	NWCF	20-Aug-12
2	4120 & 6120	NWCF	20-Aug-13
3	7130 & 9130	NWCF	20-Aug-14
4	7140 & 9140		eliminated

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

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

52.244-2 SUBCONTRACTS (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

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

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

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

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(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;

(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

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44.3.

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

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SECTION J LIST OF ATTACHMENTS

DD254 - Contract Security Classification Specification

DD1423 - Contract Data Requirements List (CDRLs) and Addendum

Government Property Made Available