				1. CON	TRACT ID CODE	PAG	GE OF PAGES
AMENDMENT OF SOLICITATION	/MODIFI	CATION OF CONTR	ACT		U	1	5
2. AMENDMENT/MODIFICATION NO.	3. 1	EFFECTIVE DATE	4. REQ		/PURCHASE REQ. NO	Ö.	5. PROJECT NO. (If applicable)
26		30-Sep-2011			604-1266-2142		N/A
6. ISSUED BY	ODE	N66604	J 7. ADM	INISTERE	ED BY (If other than Ite	em 6)	CODE S3309A
NUWC, NEWPORT DIVISION				DCMA	LONG ISLAND		
Simonpietri Drive, Building 11				605 ST	ΓEWART AVENUE		
Newport RI 02841-1706				GARD	EN CITY NY 1153	30-4761	
nancy.teasdale@navy.mil 401-832-1	1898						
			1				
			<u> </u>		Lacatement	0= 001 101=1	71011110
8. NAME AND ADDRESS OF CONTRACTOR	(No., street,	county, State, and Zip Code)		9A. AMENDMENT	OF SOLICITA	ITION NO.
Purvis Systems							
5225 ROUTE 347, SUITE 11					9B. DATED (SEE I	TEM 44)	
PORT JEFFERSON STATION NY					9B. DATED (SEE I	I EMI 11)	
			-		404 MODIFICATIO	NI OF CONT	DACT/ODDED NO
				F) (7	10A. MODIFICATIO	IN OF CONT	RACI/ORDER NO.
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11. I	HISTIEM	ONLY APPLIES TO A	MENDME	NISO	F SOLICITATIONS	<u> </u>	
The above numbered solicitation is amend						is extended,	L 3
Offers must acknowledge receipt of this amend							
(a) By completing Items 8 and 15, and returning (c) By separate letter or telegram which include							
AT THE PLACE DESIGNATED FOR THE REC							
virtue of this amendment you desire to change							•
reference to the solicitation and this amendmen 12. ACCOUNTING AND APPROPRIATION DA			ur and date	e specified	d.		
12. ACCOUNTING AND APPROPRIATION DA	TA (II require	SEE SECTION	ıG				
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13. THIS I	TEM APP	LIES ONLY TO MODIF	CATION	NS OF C	CONTRACTS/ORD	ERS.	
		IE CONTRACT/ORDE					
(*) A. THIS CHANGE ORDER IS ISS	UED PURSU	JANT TO: (Specify authority	/) THE CH	ANGES S	SET FORTH IN ITEM 1	4 ARE MADE	IN THE CONTRACT ORDER
NO. IN ITEM 10A.							
[]							
B. THE ABOVE NUMBERED CON appropriation date, etc.)SET FORT					,	such as chang	ges in paying office,
[X] C. THIS SUPPLEMENTAL AGREE							
5252.216-9122- Alt. 1; FAR 52			03(a) and	l (b)			
D. OTHER (Specify type of modified	cation and au	ıthority)					
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15A. NAME AND TITLE OF SIGNER (Type or p	orint)		16A. NA	ME AND 1	TITLE OF CONTRACT	ING OFFICE	R (Type or print)
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			Nar	ncy A Te	easdale, Contracti	ng Officer	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED			TES OF AMERICA		16C. DATE SIGNED
		00.0	,	/N.1	T I.I		00.0
		29-Sep-2011	BY /S/		Teasdale		29-Sep-2011
(Signature of person authorized to sign)			(Signa	ture of Contracting Off		
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PREVIOUS EDITION UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

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GENERAL INFORMATION

Distribution: KR, 0221, DFAS-HQ0337; 1501, Lonny Peretz; 1501, Cindy Barron; 593CLO, G. Palmer; 1555, Jeff Wiatrowski; 1555, Robert Kosman

FSC: R408

NUWCDIVNPT Control #: 115198

NUWCDIVNPT Requisition #(s): N66604-1266-2142; N66604-1266-2141; and, N66604-1252-0683

NUWCDIVNPT POC: Nancy A. Teasdale (See cover page for e-mail address and telephone number.)

The purpose of this modification is to: shift various CLIN ceilings to create new CLINs 4204/6204; add an increment of funding (PERFORMANCE IS NOT TO BEGIN UNTIL 01 OCT 2011); replace clause H81S with NAVSEA clause HQ B-2-0020; replace clause B30S with Section H clause 5252.216-9122- Alternate 1; add NAVSEA clauses HQ B-2-0007; HQ B-2-0020; and, HQ B-2-0021; add NAVSEA clause HQ C-2-0059; delete clause C24S; delete several paragraphs from the Section C Statement of Work and renumber para. 10.0; delete clause E14S and update Section E to list the applicable clauses from the basic Seaport-E contract; add clauses HQ E-1-0001 and HQ E-1-0007; delete clause G1S; replace clause G2S with NAVSEA clause HQ G-2-0007; update clauses G10S and G11S; delete clauses G14S and G17S (combined into revised clause G10S); add clause G30S; delete clauses H20S; update clause H31S; add clause 5252.237-9106; replace clause H52S with FAR 52.244-2 in Section I; update clause H61S; update the Wage Determination revision # cited in clause H83S; reformat Section I; add/update various clauses in Section I; delete DFARS clauses 252.235-7010 and 252.235-7011; and, delete the attached Task Order Administration Plan.

SECTION B-

- 1. The following ceiling shifts are made, in order to create new CLINs 4204 and 6204:
- a. from ODC CLIN 6203 to new ODC CLIN 6204:

CLIN	6203	FROM	BY	ТО
CLIN	6204	FROM	BY	ТО
	Cost			

b. from Labor CLIN 4203 to new CLIN 4204:

CLIN:	4203	FROM	BY	TO
	Cost			
	Fee			
	Total			
	Hours	12,648	(4,861)	7,787

CLIN:	4403	FROM	BY	TO
	Cost			
	Fee			
	Total			

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			1	

4,861

2. Establish new SLINs as follows: 420401, 420402, and 620401

Hours

- 3. NAVSEA clause HQ B-2-0020 entitled "Travel Costs Alternate I (NAVSEA) (DEC 2005)" is added (it replaces clause H81S).
- 4. Clause B30S is deleted in its entirety (it is replaced by Section H clause 5252.216-9122- Alternate 1).
- 5. NAVSEA clause HQ B-2-0007 entitled "LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE" is added.

4,861

6. NAVSEA clause HQ B-2-0021 entitled "CONTRACT SUMMARY FOR PAYMENT OFFICE (COSTTYPE) (FEB 1997)" is added.

SECTION C-

- 1. Clause C54S is deleted in its entirety; NAVSEA clause HQ C-2-0059 entitled "Updating Specifications and Standards (NAVSEA)(AUG 1994)" is substituted in lieu thereof.
- 2. Clause C24S is deleted in its entirety (the requirement is covered by FAR 52.204-2 incorporated by reference in Section I).

SECTION E-

- 1. Clause E14S is deleted in its entirety and is replaced by a listing of applicable FAR and DFARS clauses incorporated by reference.
- 2. NAVSEA Clause HQ E-1-0001 entitled "INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA" is added.
- 3. NAVSEA Clause HQ E-1-0007 entitled "INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES" is added.

SECTION F- Clause F1S is updated to add new CLINs 4204 and 6204.

SECTION G -

- 1. Clause G1S is deleted in its entirety (the requirement to submit reports to ecraft is already in clause C16S)
- 2. Clause G10S is updated to reflect the latest (AUG 2011) version.
- 3. Clause G11S is updated to reflect the latest (MAR 2011) version.
- Clause G2S is deleted in its entirety; NAVSEA clause HQ G-2-0007 is substituted in lieu thereof.
- 5. Clause G30S entitled "Funds Accrual Date (DEC 2010)" is added.
- 6. Clauses G14S and G17S are deleted in their entirety (they have been combined into revised clause G10S).

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7. LLA E3/420401; E4/420402; and E4/620401 are added by this modification.

SECTION H-

- 1. Clause H81S is deleted in its entirety (it is replaced by Section B clause HQ B-2-0020).
- 2. Clause H20S is deleted in its entirety.
- Clause H31S is changed to reflect additional funds.
- 4. Clause H52S is deleted in its entirety (it is replaced by FAR 52.244-2 incorporated in Section I).
- 5. Clause 5252.216-9122 entitled "LEVEL OF EFFORT ALTERNATE 1 (MAY 2010)" is added (it replaces clause B30S).
- 6. Clause 5252.237-9106 entitled "SUBSTITUTION OF PERSONNEL (SEP 1990)" is added.
- 7. Clause H61S is updated to reflect the latest (NOV 2010) version.
- 8. Clause H83S is changed to update the applicable Wage Determination revision #.

SECTION I-

- 1. Section I is reformatted to gather all clauses incorporated by reference together (broken down further into FAR and DFARs sections), followed by clauses shown in full text.
- 2. FAR 52.222-54 is changed from being shown in full text to a clause incorporated by reference.2. The following clauses are hereby added:
 - a. FAR 52.204-2 entitled "Security Requirements (AUG 1996)"
- b. DFARS 252.227-7013 entitled "RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (NOV 1995)"
 - c. DFARS 252.227-7016 entitled "RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)"
- d. DFARS 252.227-7025 entitled "LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION WITH RESTRICTIVE LEGENDS (JUN 1995)"
- e. FAR 52.222-40 entitled "Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)"
- f. (in full text): FAR 52.222-42 entitled "STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)"
 - g. FAR 52.244-2 entitled "SUBCONTRACTS (OCT 2010)" (this replaces clause H52S)
 - h. FAR 52.245-1 entitled "GOVERNMENT PROPERTY (AUG 2010)"
 - i. FAR 52.245-9 entitled "USE AND CHARGES (AUGUST 2010)"
- j. DFARS 252.245-7001 entitled "TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (FEB 2011)
 - k. DFARS 252.245-7002 entitled "REPORTING LOSS OF GOVERNMENT PROPERTY (FEB 2011)"

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- I. FAR 52.204-9 entitled "PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)"
- m. DFARS 252.239-7000 entitled "PROTECTION AGAINST COMPROMISING EMANATIONS (JUN 2004)"
- n. DFARS 252.239-7001 entitled "INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)"
- o. FAR 52.227-10 entitled "FILING OF PATENT APPLICATIONS CLASSIFIED SUBJECT MATTER (DEC 2007)"
- p. FAR 52.227-11 entitled "PATENT RIGHTS OWNERSHIP BY THE CONTRACTOR (DEC 2007)"
- q. FAR 52.227-1 entitled "AUTHORIZATION AND CONSENT (DEC 2007)"
- 4. DFARS 252.222-7999(DEVIATION) is deleted in its entirety and is replaced by DFARS 252.222-7006 entitled "RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)"

SECTION J - The Task Order Administration Plan (TAP) is deleted in its entirety (it is for internal Government use only).

All other task order terms and conditions remain unchanged.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

1000 CM Support

Item Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF

1202 Option 1 (RDT&E) 7283.0 LH

120201 Funding ACRN A1 (RDT&E)

120202 Funding ACRN A2 (RDT&E)

120203 A3 (RDT&E)

120204 A4 (RDT&E)

120205 A5 (RDT&E)

1203 Option 2 (RDT&E) 7460.0 LH

120301 A6 (RDT&E)

120302 A7 (RDT&E)

120303 A8 (RDT&E)

120304 A9 (RDT&E)

120305 B1 (RDT&E)

120306 A9 (RDT&E)

120307 B2 (RDT&E)

120308 B3 (RDT&E)

120309 B4 (RDT&E)

120310 B5 (RDT&E)

120311 B6 (RDT&E)

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For ODC Items:

For Cost Type Items:

(RDT&E)

320302 B5

4000 CM SUPPORT

Item Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF

4201 Option 4 (RDT&E) 7460.0 LH

420101 B7 (RDT&E)

420102 B8 (RDT&E)

420103 B9 (RDT&E)

420104 C1 (RDT&E)

420105 C2 (RDT&E)

420106 C3 (RDT&E)

420107 C4 (RDT&E)

420108 C5 (RDT&E)

420109 B9 (RDT&E)

420110 C6 (RDT&E)

420111 C7 (RDT&E)

420112 C8 (RDT&E)

	RACT NO. 78-04-D-4109	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 26	PAGE 3 of 40	FINAL
4202	Option 5 (RDT&E)	2272.0 LH			
420201	D1 (Task 4.4) (RDT&E)				
420202	D2 (Task 4.4) (RDT&E)				
420203	D3 (Task 4.4) (RDT&E)				
420204	D4 (Task 4.4) (RDT&E)				
420205	D5 (Task 4.4) (RDT&E)				
4203	Option 6 Labor (RDT&E)	7787.0 LH			
420301	D6 (RDT&E)				
420302	D7 (RDT&E)				
420303	D8 (RDT&E)				
420304	D9 (RDT&E)				
420305	D9 (RDT&E)				
420306	E1 (RDT&E)				
420307	(RDT&E)				
4204	extension per 5252.316-9122-Al . 1 (RDT&E)				
420401	E3 (RDT&E)				
420402	E4 (RDT&E)				
For OD	C Items:				
Item		s Qty Unit Es			
6000	CM Support (Prim	ie			

& Sub Travel and

CONTRA	ACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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	Material)with		•		•
6201 O	option 4 (RDT&E)	1.0 LO			
620101 C	C1 RDT&E)				
620102 C	C9 RDT&E)				
6202 O	ption 5 (RDT&E)	1.0 LO	\$		
	Task 4.4)				
	option 6 ODC RDT&E)	1.0 LH			
620301 D	RDT&E)				
620302 D	PDT&E)				
5	extension per 3252.216-9122- Mlt. 1 (RDT&E)	1.0 LO			
620401 E	34				

B42S OPTIONS (JUN 2005)

(RDT&E)

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

<u>CLIN</u>	EXERICSE DATE
1202 & 3202	By 12/30/2007
1203 & 3203	By 12/30/2008
4200 & 6200	Eliminated in mod 10
4201 & 6201	By 3/31/2010
4202 & 6202	By 12/30/2010
4203 & 6203	By 1/15/2011

B43S OPTIONS AND BASIC AWARD TERM (JAN 05)

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

B51S PAYMENT OF FIXED FEE - TERM (NOV 2005)

- (a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments to be paid at the time of each provisional payment. The amount of each such installment is to be in direct ratio of the total fixed fee as the net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled, Level of Effort Term.
- (b) Fee shall be paid only for hours performed, not to exceed the fixed fee amount stated in the order.

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

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

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

This entire contract is cost type.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

CONFIGURATION MANAGEMENT AND MAINTENANCE SERVICES

1.0 INTRODUCTION

The Naval Undersea Warfare Center Division, Newport (NUWCDIVNPT) has been assigned responsibilities that include providing program development, management and technical support to the Naval Sea Systems Command (NAVSEA). The Sensors and Sonar Systems Department (Code 15) is tasked with applying innovative science and sonar system engineering to undersea warfare capabilities of surface forces and lead NUWC Division Newport's efforts in the discipline of environmental acoustics. This requires activities such as Configuration Management software and hardware support, planning, technical writing, graphics creation, and document coordination and production.

2.0 SCOPE

The purpose of this Task Order is to provide configuration management to the Sensors and Sonar Systems Department. The work to be performed under this contract lies within the CM discipline as defined in Standard Operating Procedures for Life Cycle Maintenance, Revision A, 1 Sept 1987. Tasks to be performed under this Task Order shall be accomplished using the SEAPORT-e Basic Multiple Award Contract N00178-04-D-4000, SOW tasks 3.5, 3.10, and 3.16.

- 3.0 APPLICABLE DOD/MIL STANDARD SPECIFICATION DOCUMENTS
- 3.1 NUWC-NPT Code 15 Admin Doc Volume 1, Configuration Management Plan
- 3.2 NUWC-NPT Code 15 Admin Doc Volume 2, Process Document
- 3.3 NUWC-NPT Code 15 Admin Doc Volume 2, Appendices Procedures
- 3.4 OASD MIL-STD-961E Specification Practices
- 3.5 SECNAVINST 4130.2 Configuration Management Policy
- 3.6 MIL-DTL-31000C Technical Data Packages
- 3.7 DOD-STD-8020.1M Functional Process Improvement
- 3.8 NUWC TD 7333A Standards for Preparing NUWC Viewgraphs
- 3.9 OASD MIL-HDBK-881 Work Breakdown Structures for Defense Materials Items
- 3.10 NUWCDIVNPTINST 5450.1 NUWCDIVNPT Organizational Manual
- 3.11 NUWC-NPT 10,684 Administrative Publication
- 3.12 NUWCDIVNPTINST 5500.4 Security Manual
- 4.0 TASK REQUIREMENTS

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The contractor shall perform the following task in accordance with technical guidance provided in sections 2.0, 3.0, and 5.0.

4.1 CONFIGURATION MANAGEMENT HARDWARE/SOFTWARE SERVICES

The contractor shall generate Software/System Builds, perform Software Configuration Management, re-compile Software (GFI), and provide executable media for IV&V for all Code 15 & Joint Programs.

The contractor shall deliver the generated Software/System Builds and executable media with supporting documentation, for IV&V in accordance with CDRL A001 and A002, respectively.

The contractor shall review, update and edit Software, Hardware and Firmware Change Control Documentation (GFI) for content and format.

The contractor shall deliver the updated Software, Hardware and Firmware Change Control Documentation in accordance with CDRL A003.

The contractor shall maintain the Hardware/Software Configuration Management Plan, Process Document and Procedures in accordance with Program Schedules (GFI).

The contractor shall deliver the revised Hardware/Software Configuration Management Plan in accordance with CDRL A004.

The contractor shall generate and analyze Operation Readiness Test (ORT) Tapes (GFI) to ensure that they are in working order. Problems with the tapes and/or equipment or connections are to be resolved. The contractor shall detail all corrective measures performed in the Periodic Progress Reports.

The contractor shall perform media replication on equipment identified in paragraph 4.5.

Performance Standard: Services shall be performed in accordance with Applicable Documents 3.1, 3.2, and 3.3.

4.2 CONFIGURATION MANAGEMENT DOCUMENTATION SERVICES

The contractor shall provide configuration management documentation generation/modifications utilizing MS Office. The contractor shall also provide updates to SSS, SSDD, SVD, STR, STP, IRS, SRS, VDD, TAs, and CCBDs.

SSS - System Segment Specification

SSDD, System Segment Design Document

SVD, Software version Description

STR, Software Test Requirement

STP, Software Test Plan

IRS, Interface Requirement Specification

SRS, System Requirements Specification

VDD, Version Description Document

TAs, Test Authorization

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CCBDs Configureation Control Board Directives.

The contractor shall deliver the Technical Documentation Updates in accordance with CDRL A003.

The contractor shall reproduce, and/or reformat Program Data (GFI), in order to transfer data from one medium to another, store data on floppy disk, CD ROM, or ZIP media, and transmit data from one location to another. The contractor may have to install recording equipment for the gathering of data in order to populate databases. The contractor shall perform analyses in order to qualify and validate the data. The contractor may be required to travel to ships at dock side in order to perform this task. This support will be further documented in technical instructions issued by the Task Order Manager (TOM).

Performance Standard: Services shall be performed in accordance with Applicable Documents 3.1, 3.2, and 3.3.

4.3 DATA CONVERSION SERVICES

The contractor shall reproduce, and/or reformat Program Data (GFI), in order to transfer data from one medium to another, store data on floppy disk, CD ROM, or ZIP media, and transmit data from one location to another. The contractor may have to install recording equipment for the gathering of data in order to populate databases. The contractor shall perform analyses in order to qualify and validate the data. The contractor may be required to travel to ships at dock side in order to perform this task. This support will be further documented in technical instructions issued by the Task Order Manager (TOM).

Performance Standard: Services shall be performed in accordance with Applicable Documents 3.1, 3.2, and 3.3.

4.4 CONFIGURATION MANAGEMENT DATABASE MAINTENANCE

The contractor shall maintain the CM Databases (GFI), which are in advanced levels of MicroSoft Access (GFI). These databases also interface with the CM SEQUAL Server Database (GFI on GFE). The contractor shall detail all maintenance performed in the Periodic Progress Reports. The contractor shall also develop tracking/management databases utilizing advanced levels of MicroSoft Access (GFI) when additional tasking has been detailed in Tasking Reports (GFI).

Performance Standard: Services shall be performed in accordance with Applicable Documents 3.1, 3.2, 3.3 3.4, 3.5, 3.6, and 3.7.

4.5 MAINTENANCE AND OPERATION OF CONFIGURATION MANAGEMENT EQUIPMENT

The contract shall maintain all Commercial-Off-The-Shelf COTS and specialized drives listed below. This equipment is necessary in order to keep the Configuration Management Facility up and running. The specialized drives may need physical repair and cleaning. The COTS drives may need cleaning, replacement and firmware updates. The equipment to be maintained are devices within the GFE listed in Section 6.2, under Government Furnished Equipment. The contractor shall detail all maintenance performed in the Periodic Progress Reports.

The following is a list of devices which are components of the GFE equipment listed in paragraph 6.2

- 1. EXABYTE 8505/XL
- 2. HP DDS1, DDS2, DDS3, DDS4
- 3. SEAGATE & TANBERG DLT 7000, DLT 8000
- 4. SEAGATE LTO, LTO II, III
- 5. SONY AIT, AIT 2, AIT 3
- 6. AN/USH-32 (V)2 Signal Data Recorder/Reproducer

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- 7. AMPEX ECC
- 8. AMPEX ATM/300S
- 9. Metrum RSR-512 Information Storage Unit
- 10. Metrum Buffered VLDS
- 11. Metrum 64 Variable Speed Digital Recorder
- 12. AN/SQQ-28 (V) Time code control unit
- 13. Multitasked CD station
- 14. Multitasked and dual Layered DVD station
- 15. RH 512 Auxiliary Data Housing
- 16. BOW 122NL Tape Packer/Cleaner
- 17. Barcode scanners
- 18. Barcode label printer
- 19. Degausers

Data Security Drawer Type:350 Oe

Data Security Drawer Type IIA:1000 Oe

Rimage 5661C Cavity Type: 350 Oe/Disk 2200 Oe

Data Security HD-IT Chamber Type: 2500 Oe/Disk 4200 Oe

Garner Model 270 Conveyer Belt Type -75 db

Garner Model 680 Conveyer Belt Type: 950 Oe

Performance Standard Services shall be performed in accordance with Applicable Documents 3.1, 3.2, and 3.3.

4.6 MAINTAIN & DEVELOP BAR CODE SCANNER SOFTWARE

The contractor shall maintain and develop software programs for the Hand Held Bar Code Scanners (GFI and GFE) for the purpose of updating and LEANING the process in order to ensure efficiency.

The contractor shall deliver new and updated software in accordance with CDRL A005 and supporting documentation CDRL A006.

Performance Standard: Services shall be performed in accordance with Applicable Documents 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, and 3.7.

4.7 DESTRUCTION MANAGEMENT

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The contractor shall document in the CM Destruction Database (GFI on GFE), all material to be Degaussed Strip and/or Smashed. Once documented, the contractor shall then perform the Degauss Strip and Smash in accordance with Security Standards (GFI). The items to be managed include such items as; Magnetic Media - Hard drive CD, DVD, Optical Disks, Data/audio/video Tapes and Paper.

The contractor shall deliver the updated Database in accordance with CDRL A007.

Performance Standard Services shall be performed in accordance with Applicable Documents 3.1, 3.2, 3.3, 3.5, 3.11, and 3.12.

4.8 PHYSICAL CONFIGURATION AUDITS

The contractor shall perform Physical Configuration Audits on hardware and software systems and provide detailed documentation of findings and update the Hardware CM Database (GFI). The contractor shall also update hardware with changes detailed in Engineering Change Proposals (ECP's) and By Direction Memorandum (both GFI).

Performance Standard: Services shall be performed in accordance with Applicable Documents 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, and 3.7.

4.9 MANAGE SUPPLY DEPOT OF REPAIR AND REPLACEMENT PARTS

The contractor shall perform Configuration Management for GFE replacement parts, for installed systems. The contractor shall update the hardware Configuration Management Database (GFI). The contractor shall also box, pack and prepare Transmittal requests for items to be shipped. The contractor shall also update the Spare Inventory Database. The contractor shall also perform services for maintaining the Spare Parts inventory. The contractor shall make updates to the Spares Inventory Database (GFI) in order to track purchased items.

The contractor shall deliver the updated Database in accordance with CDRL A007.

Performance Standard: Services shall be performed in accordance with Applicable Documents 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.10, 3.11 and 3.12.

4.10 SEA TEST SUPPORT

The contractor shall prepare and package the material (documentation, software, firmware, cables, equipment and supplies) necessary, in order to accomplish various Sea Tests (Schedule GFI). Once the packages have been prepared, the contractor shall generate Transmittal Requests (GFI) on the CM Electronic Transmittal Tool (GFI on GFE) in order to be able to ship the items in accordance with Sea Test Schedules (GFI) and Shipping Classification Requirements (GFI).

Performance Standard: Services shall be performed in accordance with Applicable Documents 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.11 and 3.12.

4.11 PROCESSING TRANSMITTAL REQUESTS

The contractor shall process Transmittal Requests (GFI) in accordance with The Code 15 CM Electronic Transmittal Tool (GFI).

The deliverable is the action of performing the task, which includes Database updates.

Performance Standard: Services shall be performed in accordance with Applicable Documents 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.10, 3.11 and 3.12.

4.12 LIBRARY SERVICES

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The contractor shall perform services in order to accomplish the processing of User Submittals (GFI or GFE), perform media cataloging, media tracking, and reconciling Classified Materials (GFI or GFE). In order to accomplish these tasks, the contractor shall staff the Data Center Front Counter (GFF and GFE). The contractor input all material crossing the counter on to the CM Data Center Database (GFI on GFE).

The deliverable is the action of performing the task, which includes Database updates.

Performance Standard: Services shall be performed in accordance with Applicable Documents 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.9, 3.10, 3.11 and 3.12.

4.13 PERIODIC PROGRESS REPORTS

The contractor shall deliver monthly cost and performance reports in accordance with the basic contract Clause C16 COST AND PERFORMANCE REPORTING (MAY 2001).

5.0 GOVERNMENT FURNISHED INFORMATION (GFI)

CM/Program Software

Operation Readiness Test (ORT) Tapes (Types 1.0 (analog), 3.0 and 5.0 (Digital))

Software, Hardware and Firmware Change Control Documentation

SSS, SSDD, SVD, STR, STP, TDD, IRS, SRS, VDD, TAs, CCBDs

Program Data

Tasking Reports

Program/Ship and Test Schedules

CM Electronic Transmittal Tool

Transmittal Requests

Shipping Classification Requirements

User Submittals

Classified Materials

Government Safety Requirements

6.0 GOVERNMENT FURNISHED PROPERITY

6.1 GOVERNMENT FURNISHED FACILITIES (GFF)

LABORATORY/COMPUTER FACILITIES

The following are located at NUWCDIVNPT or other Government sites as may be noted herein. Unless specified otherwise, access is on a non-interference, and rent-free basis as scheduled with the TOM.

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- 1. Code 15 Land Based Integration Test Site (LBITS) and Sonar Development Evaluation Complex (SDEC) Facility Located at NUWCDIVNPT, Building 1320, all floors, Newport, RI
- 2. Code 15 Computer Facilities and Servers Located at NUWCDIVNPT, Buildings 1320, and 102, Newport, RI
- 3. Code 15 Configuration Technical Data Management Facility (CTDM)- Located at NUWCDIVNPT, Building 102, Rooms 111 and 113, Newport, RI
- 4. CASS and CDC Lab Located at NUWCDIVNPT, Building 102, Room 108, Newport, RI.
- 5. EVA 1 Lab Located at NUWCDIVNPT, Building 102, Room 104, Newport, RI.
- 6. SSAAC Lab Located at NUWCDIVNPT, Building 102, Room 103, Newport, RI.
- 7. Sea Test Planning Lab Located at NUWCDIVNPT, Building 102, Room 108, Newport, RI.
- 8. Torpedo Defense Labs Located at NUWCDIVNPT, Building 1320, 4th and Auxiliary Lab 1st floor, Newport, RI.

LABORATORY EQUIPMENT

See GFE Section 6.2 below and/or Laboratory/Computer Facilities Section 6.1 above

OFFICE FACILITIES (SPACE)

LBITS Building 1320, Room 336, work stations, desks, chairs, computers, phones.

OFFICE EQUIPMENT

See Office Facility Space or Laboratory/Computer Facilities 6.1 above

COMPUTER FACILITIES

Laboratory/Computer Facilities 6.1 above

COMPUTER EQUIPMENT

See GFE Section 6.2 below and/or Laboratory/Computer Facilities 6.1 above

SOFTWARE

Government owned Software is on GFE as stated in 6.2 below and Laboratory/Computer Facilities 6.1 above

OTHER

NONE

6.2 GOVERNMENT FURNISHED EQUIPMENT (GFE)

The following GFE is to be considered to be under the category of Other Plant Equipment and will be provided for contractor possession (use, not title).

- a. This equipment will be available to the contractor upon contract award:
- b. This equipment will be located at the government facility:

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NID	Item Description	Serial #
66604015018	CALIBRATOR TAPE	20284
66604100149	WINDER/CLEANER MAGNETIC TAPE	*
66604109909	RECORDER MAGNETIC TAPE	0104228NK78
66604204133	RECORDER	*
66604204139	RECORDER	0300285AD92
66604322933	DISK DRIVE	2622A08991
66604334910	DISK DRIVE	2506A02761
66604334911	DISK DRIVE	2508A02878
66604334916	DISK DRIVE	2508A02959
66604334948	DISK DRIVE	2500A01339
66604335054	DISK DRIVE	2815A01887
66604347152	PROGRAMMER	20002684
66604348381	DUAL TAPE DRIVE	91055920
66604358380	COMPUTER	FC3474VB1M1
66604358947	MONITOR, VIVITRON 17	7334053
66604361636	COMPUTER	24311479
66604370578	COMPUTER	1501860009
66604372554	COMPUTER	7890942
66604372851	MONITOR	8080415
NID	Item Description	Serial #
66604373850	COMPUTER, 300MHZ	*
66604373902	COMPUTER	9453141
66604374415	COMPUTER	8348827
66604374482	COMPUTER	1024980
66604374483	COMPUTER	10249842
66604374485	COMPUTER	10249841
66604374733	COMPUTER	10129446
66604374909	COMPUTER	G7QJB
66604375985	TAPE SYSTEM	9901108
66604375987	COMPUTER	2767266
66604376398	COMPUTER	0JCZT
66604376795	COMPUTER	13066030
66604376796	MONITOR	G8K158290
66604378143	COMPACT DISK DUPLICATOR	21425
66604378241	COMPUTER	93NEY

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66604378477		TAPE DRIVE,	8-PORT	99MFD021		
66604378515		COMPUTER		9545		
66604378620		COMPUTER, I	LAPTOP	17633207		
66604378893		COMPUTER, U	JSHER	GT7QT		
66604378899		COMPUTER, I	DREW	GT7Q5		
66604379219		COMPUTER, P	PORTABLE	3251146C17	75	
66604381485		COMPUTER, I	LAPTOP	F8XPP01		
66604381486		STORAGE TO MEDIA	WER 11-SLOT	2001MS980	11	
66604381788		COMPUTER		3PJLK11		
66604381789		COMPUTER		1PJLK11		
66604381790		DISK DRIVE, I	RAID	BFF6K11		
66604383594		RECORDER, R DRUM	OTORY	1001790AM	197	
66604383595		RECORDER, R DRUM	OTORY	0901459AG	95	
66604383848		COMPUTER,M DUPLICATION		*		
66604384738		TAPE DRIVE, 0 15SLOT	CARTRIDGE	BC7G921		
66604384739		TAPE DRIVE, 0 15SLOT	CARTRIDGE	JC7G921		
66604384801		DISK DRIVE, I STORAGE	RAID	JK4NM21		
66604384803		COMPUTER, S	SERVER	4P4NM21		
66604384804		COMPUTER, S	SERVER	3P4NM21		
66604385187		COMPUTER, O	CMSW1	*		
66604385188		COMPUTER, O	CMSW2	*		
66604385189		COMPUTER, O	CMSW4	*		
66604385190		COMPUTER, C	CMLIB3	*		
66604385191		COMPUTER, C	CMLIB2	*		
66604385192		COMPUTER, C	CMLIB1	*		
66604385196		COMPUTER, O	CMSW3	*		
66604385274		COMPUTER, C	CMPL	*		
66604386184		COMPUTER		24399		
66604386186		DVD/CD DUPI	LICATOR	23060		
66604387859		RECORDER, T CATRIDGE	APE	3087125		
66604387860		RECORDER,TA CARTRIDGE	APE	5087132		

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66604387861 RECORDER, TAPE CARTRIDGE 5087154

66604388902 RAID STORAGE, 14-SLOT BGH6M51

6.3 GOVERNMENT FURNISHED MATERIAL (GFM)

None

7.0 PLACE OF PERFORMANCE

The work shall be performed at NUWC Division, Newport, Rhode Island.

8.0 PERIOD OF PERFORMANCE

The period of performance of this Task Order shall be for 5 years from date of award.

9.0 SECURITY CLASSIFICATION

The contractor's facility and personnel shall have a minimum clearance of SECRET.

10.0 ENVIRONMENTAL IMPACT

The work performed in this SOW does not involve the use of Active Sonar and therefore there is NO ENVIRONMENTAL IMPACT.

Should using active sonar to perform any of the tasks in this SOW be required it becomes incumbent upon the Contractor to notify the Government Technical Point Of Contact (TPOC) so that Environmental Control Points are made aware and regulations met. This only applies to waters where NEPA regulations are required.

11.0 OCUPATION SAFTY & HEALTH ADMINISTRATION (OSHA)

It is the contractors responsibility to ensure that all their contractor personnel working in all government spaces are fully trained on all Government Safety Requirements (GFI) and equipment (if applicable). When inspections are performed by Auditors, the contractor is to ensure all deficiencies are corrected and fill in any paper work (GFI) that is needed to explain and/or correct the deficiency.

12.0 QUALITY SURVEILLANCE & PERFORMANCE STANDARDS

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

Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the performance standards defined in applicable documents provided as GFI. 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 contactor's ability to manage to the negotiated costs.

C16S COST AND PERFORMANCE REPORTING (MAR 2010)

(a) The Contractor agrees to provide the Contractor's Funds and Man-hour Expenditure Report in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System within sixty (60) days after the date of task order award.

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Failure to comply with this requirement may result in task order termination.

- (b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel and other contract charges.
- (1) Format. Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCRAFT). Paper submittal of the data is permitted for the first 60 days of performance. Address paper submittals to the Contracting Officer's Representative identified in the task order.
- (2) Scope and Content.
- (i) The Contractor shall identify costs to the individual SLIN if applicable. If pricing is not established at the SLIN level, report to the CLIN.
- (ii) The Contractor shall report individual cost elements comprising the total cost of performance for the current cost reporting period.
- (3) Submission and Approval.
- (i) Submit report at least once per month beginning 30 days after task order award. Approval will be indicated by e-mail notification from eCRAFT.
- (ii) 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 119.
- (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. References to costs are meant to be at a summary level. Preparation instructions follow.
- (1) Format. Pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. Report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is encouraged.
- (2) Content.
- (i) Provide a front cover sheet that indicates the contractor's name and address, the contract number and task order number, the system or program nomenclature, the report date, the reporting period, the report title and a serial number for the report, the security classification, the name and address of the person who prepared the report, and the name of the issuing Government activity (Naval Undersea Warfare Center Division, Newport).
- (ii) Report task order 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.
- (iv) Report problem areas affecting technical, scheduling, or cost elements. Provide background and recommendations for solutions beyond the scope of the task order. Report results (positive or negative) obtained related to previously identified problem areas, with conclusions and recommendations.
- (v) Report all trips and significant results.
- (vi) Report all significant communications and any commitments made thereby. Include all non-contractual communications, such as emails, telephone conversations, etc.
- (vii) Report Engineering Change Proposal (ECP) status. Identify all ECPs by status, i.e., proposed, approved and implemented.

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- (viii) Report plans for activities during the following reporting period.
- (ix) Include appendices for any necessary tables, references, photographs, illustrations, charts, etc.
- (3) Submission and Approval.
- (i) Submission. Submit report monthly beginning 30 days after task order award.
- (ii) Distribution. Provide one original copy to the Contracting Officer's Representative. Additional copies shall be provided to:
- (iii) 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 .
- (iv) Approval. DD Form 250 is not required. Approval will be indicated via letter of transmittal.
- (d) The contractor shall not provide other funds, man-hour, or status reporting without the prior written approval of the Task Order Ordering Officer.

C25S ACCESS TO GOVERNMENT SITE (OCT 2009)

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

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

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

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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%20ISO14001 2009%20Training.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.
- 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.

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

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

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SECTION D PACKAGING AND MARKING

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

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this task order. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Task Order Ordering Officer.
- (d) Release of all technical data is subject to NUWCDIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).
- (e) All copies of CDRL items under this task order, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport

Contract, Order, and ELIN Numbers

Report Title

Date of Report

Contractor Name (division which generated the report)

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

Contractor's Business Address

Task Order Dollar Amount

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

D24S PROHIBITED PACKING MATERIALS (JUN 2004)

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

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SECTION E INSPECTION AND ACCEPTANCE

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

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

The following clauses are hereby incorporated in full text:

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

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

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

Item(s): <u>ALL SERIES 1000 and 4000 CLINS</u> - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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SECTION F DELIVERABLES OR PERFORMANCE

F1S PERIOD OF PERFORMANCE (JUN 2010)

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

CLIN	PERFORMANCE PERIOD
1202/3202	10/23/2007 - 10/27/2008
1203/3203	10/28/2008 - 9/30/2009
4201/6201	3/19/2010 - 9/30/2010
4202/6202	10/1/2010 - 12/31/2010
4203/6203	3/2011 - 9/30/2011
4204/6204	10/1/2011- 12/30/2011

NOTE: THE BASE PERIOD CLINS (1201 & 3201) WERE NOT AWARDED BECAUSE FUNDING WAS NOT RECEIVED FOR THESE CLINS DURING THE BASE PERIOD. PERFORMANCE UNDER THIS TASK ORDER BEGINS WITH OPTION 1 (CLINS 1202 & 3202)

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

F18S DELIVERY AT DESTINATION (JUN 2004)

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer

Naval Undersea Warfare Center, Division Newport

Naval Station Newport, Bldg. 47

47 Chandler Street

Newport, RI 02841-1708

F22S DELIVERY OF DATA (JUN 2004)

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

F30SX PLACE OF PERFORMANCE (APR 2005)

^{*} If option is exercised.

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Work will be performed at NUWCDIVNPT, as required by the statement of work.

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SECTION G CONTRACT ADMINISTRATION DATA

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (AUG 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: Diane Christensen

Commercial Phone: 401-832-1445; DSN: 432-1445

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

Email: diane.christensen@navy.mil

(d) The Task Order Negotiator is:

Name: Diane Christensen

Commercial Phone: 401-832-1445; DSN: 432-1445

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

Email: diane.christensen@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

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(f) The Contracting Officer's Representative (COR) this task order is:

Name: Leon Peretz

Code: 15010

Mailing Address:

Naval Undersea Warfare Center Division, Newport, 1176 Howell Street, Building: 1320, Newport, RI 02841

Telephone: Commercial(401)-832-8511; DSN 432-8511

E-Mail: leon.peretz@navy.mil

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

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

Name:

Title:

Mailing Address:

E-mail Address:

Telephone:

FAX:

The individual has not the authority to bind the company on contractual matters (offerors, please choose one).

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2011)

- (a) The cognizant Administrative Contracting Office for this task order is identified in Block 6 on page one of this task order.
- (b) TASK ORDER ACO DELEGATED FUNCTIONS. The task order Administrative Contracting Officer (ACO) is delegated the following functions:
- (1) All functions of FAR 42.302(a) except (3), (40), (44), (45), (46), (47), (51), (59), (62), (63), (64), and (70).
- (2) The function of FAR 42.302(b)(6).
- (c) If the task order ACO identifies a contract administration problem, the remedy for which is not covered by the above, the task order ACO shall request the Contracting Officer to delegate additional functions as necessary. The Contracting Officer may delegate authority by letter.

G30S FUNDS ACCRUAL DATE (DEC 2010)

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The NUWC Accrual Date for the funds in this modification is: 30 DEC 2011

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

- (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 selfregister under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at https://wawf.eb.mil.
- (d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

	Type of Document(s) (contracting officer check all	that apply)			
	Invoice (FFP Supply & Service)				
	Invoice and Receiving Report Combo (FFP	Invoice and Receiving Report Combo (FFP Supply)			
	Invoice as 2-in-1 (FFP Service Only)				
	X Cost Voucher (Cost Reimbursable, T&M , L	_H, or FPI)			
	Receiving Report (FFP, DD250 Only)				
compl	DODAAC Codes and Inspection and Acceptantete appropriate information as applicable)	ace Locations (contracting officer			
	Issue DODAAC	N66604			
	Admin DODAAC	S3309A			
	Pay Office DODAAC	HQ0337			
	Inspector DODAAC	Leave Blank			
	Service Acceptor DODAAC	Leave Blank			
	Service Approver DODAAC	N66604			

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Ship To DODAAC		Leave Blank	
DCAA Auditor DO	DAAC	_HAA331	

AMENDMENT/MODIFICATION NO.

Leave Blank

Leave Blank

DELIVERY ORDER NO.

CONTRACT NO.

Inspection Location

Acceptance Location

PAGE

FINAL

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:	
leon.peretz@navy.mil	

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

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LLA :

A1 97X4930.NH6A 000 77777 0 066604 2F 000000 15540D276058

Standard Number: 0116593

320201 N66604-7282-4945

LLA

A1 97X4930.NH6A 000 77777 0 066604 2F 000000 15540D276058

Standard Number: 0116593

BASE Funding Cumulative Funding

MOD 01

120201 N66604-7313-9898

LLA :

A1 97X4930.NH6A 000 77777 0 066604 2F 000000 15540D276058

Standard Number: 0119322

MOD 01 Funding Cumulative Funding

MOD 02

120202 N66604-7331-1331

LLA :

A2 97X4930.NH6A 000 77777 0 066604 2F 000000 15010T126138

Standard Number: 0120167

MOD 02 Funding
Cumulative Funding

MOD 03

120203 N66604-8079-6958

LLA :

A3 97X4930.NH6A 000 77777 0 066604 2F 000000 15010N276228

Standard Number: 0130055

MOD 03 Funding Cumulative Funding

MOD 04

120204 N66604-8092-8854

LLA :

A4 97X4930.NH6A 000 77777 0 066604 2F 000000 15010N276158

Standard Number: 0131239

MOD 04 Funding Cumulative Funding

MOD 05

120205 N66604-8106-1473

LLA :

A5 97X4930.NH6A 000 77777 0 066604 2F 000000 15010A126138

Standard Number: 0132334

MOD 05 Funding Cumulative Funding

MOD 07

120301 N66604-8289-0155

LLA :

A6 97X4930.NH6A 000 77777 0 066604 2F 000000 15000Z126139

Standard Number: 0170500

320301 N66604-8290-0293

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LLA :

A6 97X4930.NH6A 000 77777 0 066604 2F 000000 15000Z126139

Standard Number: 0170500

MOD 07 Funding Cumulative Funding

MOD 08

120302 N66604-8347-9821

LLA :

A7 97X4930.NH6A 000 77777 0 066604 2F 000000 15010Q161159

Standard Number: 0180597

MOD 08 Funding Cumulative Funding

MOD 09

120303 N66604-9041-9928

LLA :

A8 97X4930.NH6A 000 77777 0 066604 2F 000000 15010Q196409

Standard Number: 0180597

MOD 09 Funding
Cumulative Funding

MOD 10

120304 N66604-9049-1501

LLA :

A9 97X4930.NH6A 000 77777 0 066604 2F 000000 15010Q141229

Standard Number: 0180597

120305 N66604-9069-5040

LLA :

B1 97X4930.NH6A 000 77777 0 066604 2F 000000 15510D256029

Standard Number: 0198979

MOD 10 Funding
Cumulative Funding

MOD 11

120306 N66604-9103-0594

LLA :

A9 97X4930.NH6A 000 77777 0 066604 2F 000000 15010Q141229

Standard Number: 0180597

120307 N66604-9103-0616

LLA :

B2 97X4930.NH6A 000 77777 0 066604 2F 000000 15010Q126029

Standard Number: 0180597

120308 N66604-9103-0627

LLA :

B3 97X4930.NH6A 000 77777 0 066604 2F 000000 15010Q256319

Standard Number: 0180597

MOD 11 Funding Cumulative Funding

MOD 12

120309 N66604-9141-7362

LLA :

B4 97X4930.NH6A 000 77777 0 066604 2F 000000 15010Q191009

Standard Number: 0180597

MOD 12 Funding

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Cumulative Funding 425449.00

MOD 13

120310 N66604-9218-0501

LLA :

B5 97X4930.NH6A 000 77777 0 066604 2F 000000 15010Q161249

Standard Number: 0180597

120311 N66604-9218-0502

LLA :

B6 97X4930.NH6A 000 77777 0 066604 2F 000000 15010Q195009

Standard Number: 0180597

320302 N66604-9218-0619

LLA :

B5 97X4930.NH6A 000 77777 0 066604 2F 000000 15010Q161249

Standard Number: 0180597

MOD 13 Funding

Cumulative Funding

MOD 14

420101 N66604-0062-0342

LLA :

B7 97X4930.NH6A 000 77777 0 066604 2F 000000 15010C141320

Standard Number: 0261157

420102 N66604-0062-0354

LLA :

B8 97X4930.NH6A 000 77777 0 066604 2F 000000 15010B242040

Standard Number: 0261157

420103 N66604-0062-0359

LLA :

B9 97X4930.NH6A 000 77777 0 066604 2F 000000 15010B161000

Standard Number: 0261157

420104 N66604-0062-0371

LLA :

C1 97X4930.NH6A 000 77777 0 066604 2F 000000 15010N161000

Standard Number: 0261157

620101 N66604-0062-0365

LLA :

C1 97X4930.NH6A 000 77777 0 066604 2F 000000 15010N161000

Standard Number: 0261157

MOD 14 Funding

Cumulative Funding

MOD 15

420105 N66604-0131-0115

LLA :

C2 97X4930.NH6A 000 77777 0 066604 2F 000000 15550H126000

Standard Number: 0273355

420106 N66604-0131-0119

LLA :

C3 97X4930.NH6A 000 77777 0 066604 2F 000000 15550G256000

Standard Number: 0273355

420107 N66604-0131-0139

LLA :

C4 97X4930.NH6A 000 77777 0 066604 2F 000000 15550A196240

Standard Number: 0273355

420108 N66604-0131-040

LLA :

C5 97X4930.NH6A 000 77777 0 066604 2F 000000 15550B196240

Standard Number: 0273355

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420109 N66604-0131-0141

LLA :

B9 97X4930.NH6A 000 77777 0 066604 2F 000000 15010B161000

Standard Number: 0273355

420110 N66604-0131-0143

LLA :

C6 97X4930.NH6A 000 77777 0 066604 2F 000000 15550A141630

Standard Number: 0273355

420111 N66604-0131-0145

LLA :

C7 97X4930.NH6A 000 77777 0 066604 2F 000000 15550D194010

Standard Number: 0273355

420112 N66604-0131-0147

LLA :

C8 97X4930.NH6A 000 77777 0 066604 2F 000000 15550R189050

Standard Number: 0273355

MOD 15 Funding

Cumulative Funding

MOD 16

620102 N66604-0202-0116

LLA :

C9 97X4930.NH6A 000 77777 0 066604 2F 000000 15550A158020

Standard Number: 0287435

MOD 16 Funding

Cumulative Funding

MOD 17

420201 N66604-0270-3440

LLA :

D1 97X4930.NH6A 000 77777 0 066604 2F 000000 15550P100810

Standard Number: 0303866

 $420202 \qquad \mathtt{N66604-0270-3442}$

LLA :

D2 97X4930.NH6A 000 77777 0 066604 2F 000000 15550P100800

Standard Number: 0303866

620201 N66604-0270-3443-

LLA :

D2 97X4930.NH6A 000 77777 0 066604 2F 000000 15550P100800

Standard Number: 0303866

MOD 17 Funding

Cumulative Funding

MOD 18

420203 N66604-0281-5318

LLA :

D3 97X4930.NH6A 000 77777 0 066604 2F 000000 15550Z126981

Standard Number: 0306318

MOD 18 Funding

Cumulative Funding

MOD 19

420107 N66604-0131-0139

LLA :

C4 97X4930.NH6A 000 77777 0 066604 2F 000000 15550A196240

Standard Number: 0273355

420108 N66604-0131-040

LLA :

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C5 97X4930.NH6A 000 77777 0 066604 2F 000000 15550B196240

Standard Number: 0273355

420109 N66604-0131-0141

LLA :

B9 97X4930.NH6A 000 77777 0 066604 2F 000000 15010B161000

Standard Number: 0273355

 $420110 \qquad {\tt N66604-0131-0143}$

LLA :

C6 97X4930.NH6A 000 77777 0 066604 2F 000000 15550A141630

Standard Number: 0273355

420111 N66604-0131-0145

LLA :

C7 97X4930.NH6A 000 77777 0 066604 2F 000000 15550D194010

Standard Number: 0273355

420112 N66604-0131-0147

LLA :

C8 97X4930.NH6A 000 77777 0 066604 2F 000000 15550R189050

Standard Number: 0273355

420204 N66604-0334-3063

LLA :

D4 97X4930.NH6A 000 77777 0 066604 2F 000000 15550T241311

Standard Number: 0315797

420205 N66604-0334-3064

LLA :

D5 97X4930.NH6A 000 77777 0 066604 2F 000000 15550D196941

Standard Number: 0315797

MOD 19 Funding

Cumulative Funding

MOD 20

420301 N66604-0363-7586

LLA :

D6 97X4930.NH6A 000 77777 0 066604 2F 000000 15550A161951

Standard Number: 0321233

620301 N66604-0363-7590

LLA :

D6 97X4930.NH6A 000 77777 0 066604 2F 000000 15550A161951

Standard Number: 0321233

MOD 20 Funding

Cumulative Funding

MOD 21

420302 N66604-1005-8656

LLA :

D7 97X4930.NH6A 000 77777 0 066604 2F 000000 15550D141001

Standard Number: 0322421

MOD 21 Funding

Cumulative Funding

MOD 22

420303 N66604-1035-3645

LLA :

D8 97X4930.NH6A 000 77777 0 066604 2F 000000 15550C126571

Standard Number: 0328767

MOD 22 Funding Cumulative Funding

MOD 23

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420304 N66604-1076-0210

LLA :

D9 97X4930.NH6A 000 77777 0 066604 2F 000000 15550D141021

Standard Number: 0336759

620302 N66604-1076-0216

LLA :

D9 97X4930.NH6A 000 77777 0 066604 2F 000000 15550D141021

Standard Number: 0336759

MOD 23 Funding

Cumulative Funding

MOD 24

420305 N66604-1091-3121

LLA :

D9 97X4930.NH6A 000 77777 0 066604 2F 000000 15550D141021

Standard Number: 0340819

MOD 24 Funding

Cumulative Funding

MOD 25

420306 N66604-1208-3377

LLA :

E1 97X4930.NH6A 000 77777 0 066604 2F 000000 15010R256181

Standard Number: 0365297

420307 N66604-1209-3545

LLA :

E2 97X4930.NH6A 000 77777 0 066604 2F 000000 15010P255101

Standard Number: 0365297

MOD 25 Funding

Cumulative Funding

MOD 26

420401 N66604-1252-0683

LA

E3 97X4930.NH6A 000 77777 0 066604 2F 000000 15550P196971

Standard Number: 0328767

420402 N66604-1266-2141

LLA :

E4 97X4930.NH6A 000 77777 0 066604 2F 000000 15550P255631

Standard Number: 0328767

620401 N66604-1266-2142

LLA :

E4 97X4930.NH6A 000 77777 0 066604 2F 000000 15550P255631

Standard Number: 0328767

MOD 26 Funding

Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

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

H31S INCREMENTAL FUNDING - ADDITIONAL FUNDS (JAN 2008)

Additional funds are hereby provided for continued performance. The total funding obligated for performance is therefore increased from _by _by _continued to _continued _contin

NUWC Accrual Date: See Clause G30S.

H38S TECHNICAL INSTRUCTIONS (MAR 2010)

- (a) A Technical Instruction (TI) is written guidance or specific direction to the contractor within the scope of the task order Statement of Work (SOW).
- (b) When necessary, the Government will issue Technical Instructions (TI's) to provide clarification or details of specific tasks set forth in the task order Statement of Work (SOW). However, TI's may not be used to:
- (1) assign work not covered by the scope of the task order (it is not a modification to the task order),
- (2) direct a change as defined in the contract clause entitled "Changes",
- (3) increase or decrease the task order's estimated cost, its fixed fee or award fee, its total level of effort, or the time required for contract performance; or
- (4) change any of the terms, conditions or specifications of the basic contract or task order.
- (c) Normally, the Contracting Officer's Representative (COR) will issue the TI, although it may be issued by the Task Order Ordering/Contracting Officer. The TI may be based on technical discussions with the Contractor. However, the COR can only perform one of the following functions: (1) initiate the requirement for the task order, (2) place TI's, or (3) perform receipt, inspection, and acceptance of the services. If circumstances preclude an individual COR from performing a single function, then, at a minimum, the individual COR responsible for placing the TI shall not perform receipt, inspection, and acceptance.
- (d) In an urgent situation, if funding is already available (see paragraph (f)), the COR may provide oral direction to the contractor, but any oral direction must be formalized in writing within 5 working days. A TI is effective only after it is signed by the COR and delivered, mailed, or electronically transmitted to a contractor representative. Subsequent TIs may revise the original TI. The contractor shall not initiate work unless the work has been defined by a TI.
- (e) As a minimum, TI's shall include the following data:
- (1) Contract number, task order number and TI number,
- (2) Effective date (if different from date of the TI),

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- (3) Technical directions or clarifications, stated in a clear and unambiguous fashion
- (4) Specific reference to relevant SOW paragraphs, deliverables, quantities, due date, SLINs, color of funding, government cost estimate, and total labor hours to be expended.
- (f) Regardless of whether the TI is first transmitted orally or in writing, no cost will be incurred unless appropriate funding is available on this task order.
- (g) If the Contractor believes that a TI constitutes a change, the Contractor shall not perform the affected portion of the work; and shall contact the COR immediately for further clarification and direction.
- (h) In the event that an issue cannot be resolved between the contractor and the COR, the Contractor shall contact the Task Order Ordering/Contracting Officer for clarification and direction.

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided below:

Wage Determination #: 2005-2467 Revision: 11 Area: RI, Statewide

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

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

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

The site will provide the appropriate WD.

H61S GOVERNMENT FURNISHED PROPERTY (GFP) (NOV 2010)

- (a) The Government shall furnish Government property to the Contractor for use in connection with this task order.
- (1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in the attached, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following location: NUWCDIVNPT, Newport, RI.
- (2) Government Furnished Information (GFI) shall be provided as identified in the Statement of Work and specifications. Unless specified otherwise, GFI will be furnished within 30 days after task order award.
- (b) Only the identified items, in the quantity shown, will be furnished by the Government; however, additional Government property may be made available. All other material required for the performance of this task order shall be furnished by the Contractor. GFP furnished under this task order is for use exclusively under this task order unless specified otherwise in writing by the Contracting Officer.
- (c) All Government Property furnished under this task order shall be returned to NUWCDIVNPT at the completion

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of the task order unless otherwise specified. The Contractor shall immediately advise the Contracting Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

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

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be <u>37,123</u> 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 ____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 <u>direct</u> 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 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

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cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

- (i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.
- (j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.
- (k) The level of effort of each CLIN of this order is as follows:

CLIN Contractor Site Government Site

1202	0	7,283
1203	0	7,460
4200	0	eliminated in mod 10, combined with 1203/3203
4201	0	7,460
4202	0	2,272*
4203	0	7,787
4204	0	4,861

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

- (a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.
- (b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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SECTION I CONTRACT CLAUSES

The following clauses are hereby incorporated by reference:

- I. <u>FAR</u>:
- 52.204-2 Security Requirements (AUG 1996)
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OVERTIME COMPENSATION (SEP 2000)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
- 52.222-41 Service Contract Act of 1965 (NOV 2007)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
- 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
- 52.227-10 FILING OF PATENT APPLICATIONS CLASSIFIED SUBJECT MATTER (DEC 2007)
- 52.227-11 PATENT RIGHTS OWNERSHIP BY THE CONTRACTOR (DEC 2007)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
- **52.244-2 SUBCONTRACTS (OCT 2010)**
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: Any new additional subcontracts not approved in the original task order award.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:
- 52.245-1 GOVERNMENT PROPERTY (AUG 2010)
- 52.245-9 USE AND CHARGES (AUGUST 2010)
- II. DFARS:
- 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (AUG 1999)
- 252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

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252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (MAR 2011)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION WITH RESTRICTIVE LEGENDS (MAR 2011)

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

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

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

252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (SEP 1999)

252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (JUN 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)

The following clauses are hereby incorporated in full text:

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

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

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

Employee Class Monetary Wage - Fringe Benefits

(End of Clause)

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

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

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

GOVERNMENT EQUIVALENT GS LEVELS:

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

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and

OFFICE OF PERSONNEL MANAGEMENT:

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

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SECTION J LIST OF ATTACHMENTS

Contract Data Requirements List (CDRLs)- with Addendum

Security Classification Specification DD 254

Government Furnished Property