				1. CONTR	RACT ID CODE		PAGE OF PAGES	
AMEND	DMENT OF SOLICITATION	MODIFICATION OF CONTRA	ACT		U		1 2	
	DMENT/MODIFICATION NO. 29	3. EFFECTIVE DATE 06-Feb-2013		N66604-	PURCHASE REQ. NO. -8310-2944-997		ROJECT NO. (If applicable) N/A	
6. ISSUEI	DBY	CODE N66604	7. ADMINISTERED BY (If other than Item 6) CODE S3309A					
NUWC,	, NEWPORT DIVISION			DCM.	A LONG ISLAND			
Simonp	bietri Drive, Building 11			605 S	STEWART AVENUE			
Newpor	rt RI 02841-1706			GARI	DEN CITY NY 11530-4	761		
elizabet	th.walker1@navy.mil 401-83	2-1364						
8. NAME	AND ADDRESS OF CONTRACTOR	(No., street, county, State, and Zip Code)			9A. AMENDMENT OF SOL		N NO.	
	is Systems							
5225	5 ROUTE 347, SUITE 11							
POR	RT JEFFERSON STATION N	IY			9B. DATED (SEE ITEM 1	1)		
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[]	ITEM 10A.							
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[]	D. OTHER (Specify type of modifi							
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E IMPOR	RTANT Contractor [] is not []	X I is required to sign this document and			0			
		X] is required to sign this document and CATION (Organized by UCF section heading and the comparison of the comparison	ngs, includ	ing solicitati	ion/contract subject matter wi	here feasik	ole.)	
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GENERAL INFORMATION

Distribution: KR, 0221, DFAS-HQ0337, 71/J. Hartwein-Sanchez, 59C/J. Feirouz

FSC: R414

NUWCDIVNPT Control #: 131109

NUWCDIVNPT Requisition #(s): N66604-8310-2944-997

NUWCDIVNPT POC: Lis Walker (See cover page for e-mail address and telephone number)

The purpose of this modification is to deobligate funding from SLIN 610301.

SECTION H - Decrease SLIN 610301 from by to

SECTION G - LLA D1/610301 is decreased by this modification.

SECTION H - Revise Clause 5252.232-9104 Allotment of Funds to reflect decrease in funding as a result of this deobligation.

The total funding obligated for this task order is **decreased from by to**

CONTRACTOR'S STATEMENT OF RELEASE

The contractor hereby releases the Government from any and all liability under this task order for further adjustments attributable to contract closeout procedures (as it applies to CLIN 6103) as a result of this deobligation.

All other task order terms and conditions remain unchanged.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN -	SUPPLIES OR SERVICE	ES			
For Co	st Type Items:				
4000	SERVICES FOR HOMELAND DEFENSE PROGRAM OFFICE SUPPORT				
Item	II ·	Qty Unit	Est. Cost	Fixed Fee	CPFF
4100	OPTION 2 LABOR (RDT&E)	27046.0 LH			
410001	A2 (RDT&E)				
410002	A3 (RDT&E)				
410003	A4 (RDT&E)				
410004	A5 (RDT&E)				
410005	A7 (RDT&E)				
410006	A3 (RDT&E)				
410007	A8 (RDT&E)				
410008	A9 (RDT&E)				
410009	B1 (RDT&E)				
410010	A2 (RDT&E)				
410011	B2 (RDT&E)				
410012	B3 (RDT&E)				
410013	B4 (RDT&E)				
410014	В5				

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	(RDT&E)					
410015	B8 (RDT&E)					
410016	B9 (RDT&E)					
410017	C1 (RDT&E)					
410018	A2 in Mod 18)(- in Mod 23) (RDT&E)					
4101	OPTION 4 LABOR (RDT&E)	24390.0	LH			
410101						
410102	C8 (RDT&E)					
4102	OPTION 8 LABOR (RDT&E)	20976.0	LH			
410201	C9 (RDT&E)					
4103	OPTION 12 LABOR (RDT&E)	16200.0	LH			
410301	D1 (RDT&E)					
410302	D5 (RDT&E)					
4104	OPTION 16 LABOR (RDT&E) Option	16548.0	LH	• •		
4200	OPTION 1 LABOR RDDA (OTHER)	7842.0	LH			
420001	B6 (OTHER)					
420002	B6 (OTHER)					
4201	OPTION 5 LABOR	4878.0	LH			

CONTRA N00178	ACT NO. -04-D-4109	DELIVERY N412	ORDER NO.		AMENDMENT/MODIFICATION NO. 29	PAGE 3 of 49	FINAL
1100170	51 2 1107	11, (14				01 47	1
	RDDA (OTHER) Option						
4202	OPTION 9 LAB RDDA (OTHER) Option	OR	2622.0	LH			• •
4203	OPTION 13 LA RDDA (OTHER) Option	BOR	2700.0	LH			• •
4204	OPTION 17 LA RDDA (OTHER) Option	BOR	2364.0	LH			
4300	BASE PERIOD OGVT (OTHER)	LABOR	3922.0	LH			
430001	A1 (OTHER)						
430002	A6 (OTHER)						
430003	C2 (OTHER)						
4301	OPTION 6 LAB OGVT (OTHER)	OR	9756.0	LH			
430101	C4 (OTHER)						
430102	C7 (OTHER)						
430103	D4 (OTHER)						
4302	OPTION 10 LA OGVT (OTHER)	BOR	10488.0	LH			
430201	D6 (OTHER)						
4303	OPTION 14 LA OGVT (OTHER) Option	BOR	8100.0	LH			• •
4304	OPTION 18 LA OGVT (OTHER) Option	BOR	7092.0	LH			• •
4400	OPTION 3 LAB (O&MN,N)	OR	402.0	LH			
440001	B7						

(O&MN,N)

CONTRA			ORDER NO.		AMENDMENT/MODIFICATION NO.	PAGE	FINAL]
N00178-	04-D-4109	N412			29	4 of 49		J
4401	OPTION 7 LAB((RESERVED) (O&MN,N) Option	DR	0.0	LH		-	•	
1402	OPTION 11 LAN (O&MN,N) Option	BOR	7866.0	LH				
403	OPTION 15 LAN (O&MN,N) Option	BOR	16200.0	LH				
404	OPTION 19 LAN (O&MN,N) Option	BOR	11820.0	LH				
1501	OPTION #20 (0	OPN)	9756.0	LH				
150101	D2 (OPN)							
1502	OPTION #21 (0) (NqC	10488.0	LH				
50201	D3 (OPN)							
1503	OPTION #22 (0 Option) (MqC	10800.0	LH				
1504	OPTION #23 (0 Option) (NGC	9456.0	LH				
for OD	C Items:							
	Supplies/Serv		Qty		Est. Cost			
	TRAVEL AND OF FOR PRIME CONTRACTOR AN SUBCONTRACTON INCLUDING BUI	DCS ND RS ,						
5100	OPTION 2 ODC (RDT&E)		1.0	LO				
10001	A3 (RDT&E)							
10002	A7 (RDT&E)							
510003	A2 (RDT&E)							

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610004	B4 in Mod 10) (RDT&E)			
610005	C1 (RDT&E)			
610006	A2 (RDT&E)			
610007	C3 (RDT&E)			
6101	OPTION 4 ODC (RDT&E)	1.0	LO	
610101	C5 (RDT&E)			
610102	C6 (RDT&E)			
6102	OPTION 8 ODC (RDT&E)	1.0	LO	
6103	OPTION 12 ODC (RDT&E)	1.0	LO	
610301	D1 - - in Mod 29 (RDT&E)			
6104	OPTION 16 ODC (RDT&E) Option	1.0	LO	
6200	OPTION 1 ODC RDDA (OTHER)	1.0	LO	
620001	B6 (OTHER)			
6201	OPTION 5 ODC RDDA (OTHER) Option	1.0	LO	
6202	OPTION 9 ODC RDDA (OTHER) Option	1.0	LO	
6203	OPTION 13 ODC RDDA (OTHER) Option	1.0	LO	
6204	OPTION 17 ODC RDDA (OTHER)	1.0	LO	

CONTRA		DELIVERY ORDE	R NO.		AMENDMENT/MODIFICATION NO		FINAL
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	Option						
6300	BASE PERIOD OGVT (OTHER)	ODC	1.0	LO			
630001	A1 (OTHER)						
630002	C2 (OTHER)						
6301	OPTION 6 ODC (OTHER)	OGVT	1.0	LO			
630101	C4 (OTHER)						
630102	C7 (OTHER)						
630103	D4 (OTHER)						
630104	D4 (OTHER)						
630105	D4 (OTHER)						
6302	OPTION 10 OD OGVT (OTHER)	С	1.0	LO			
630201	D6 (OTHER)						
6303	OPTION 14 OD OGVT (OTHER) Option	С	1.0	LO			
6304	OPTION 18 OD OGVT (OTHER) Option	С	1.0	LO			
6400	OPTION 3 ODC (O&MN,N)		1.0	LO			
640001	B7 (O&MN,N)						
6401	OPTION 7 ODC (RESERVED) (O&MN,N) Option		0.0	LH			
6402	OPTION 11 OD (O&MN,N) Option	С	1.0	LO			

CONTRA		DELIVERY ORDER N	0.	AMENDMENT/MODIFICATION NO		FINAL
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6403	OPTION 15 OD((O&MN,N) Option	C 1.	.0 LO			
6404	OPTION 19 OD((O&MN,N) Option	C 1.	.0 LO			
6501	Option #20 (0	OPN) 1.	.0 LO			
650101	D2	(OPN)				
6502	Option #21 (0	OPN) 1.	.0 LO			
650201	D3	(OPN)				
6503	Option #22 (0 Option	OPN) 1.	.0 LO			
6504	Option #23 (0 Option	OPN) 1.	.0 LO			

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.

B30S LEVEL OF EFFORT - TERM (MAR 2010)

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

CLIN/OPTION	FUND TYPE	GOV'T SITE	CONTRACTOR SITE	TOTAL HOURS
4100/OPTION 2	RDT&E	6,862	20,184	27,046

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		_			
4200/OPTION 1	RDDA	1,960	5,882	7,842	
4300/BASE	OGVT	980	2,942	3,922	
4400/OPTION 3	OMN	0	402	402	
4101/OPTION 4	RDT&E	6,100	18,290	24,390	
4201/OPTION 5	RDDA	1,200	3,678	4,878	
4301/OPTION 6	OGVT	2,439	7,317	9,756	
4401/OPTION 7	OMN	0	0	0	
(Reserved)					
4501/OPTION 20	OPN	2,439	7,317	9,756	
4102/OPTION 8	RDT&E	5,244	15,732	20,976	
4202/OPTION 9	RDDA	655	1,967	2,622	
4302/OPTION 10	OGVT	2,622	7,866	10,488	
4402/OPTION 11	OMN	1,966	5,900	7,866	
4502/OPTION 21	OPN	2,622	7,866	10,48	8
4103/OPTION 12	RDT&E	4,050	12,150	16,200	
4203/OPTION 13	RDDA	675	2,025	2,700	
4303/OPTION 14	OGVT	2,000	6,100	8,100	
4403/OPTION 15	OMN	4,050	12,150	16,200	
4503/OPTION 22	OPN	2,700	8,100	10,800	
4104/OPTION 16	RDT&E	4,137	12,411	16,548	
4204/OPTION 17	RDDA	591	1,773	2,364	
4304/OPTION 18	OGVT	1,772	5,320	7,092	
4404/OPTION 19	OMN	2,955	8,865	11,820	
4504/OPTION 23	<u>OPN</u>	<u>2,366</u>	<u>7,090</u>	<u>9,456</u>	
TOTAL HOURS		60,385	181,327	241,71	2

The term of each CLIN is defined in section F of the task order.

(b) In the event that the incurred level of effort exceeds by 5% or less of the task order requirement, but does not exceed the estimated cost of the task order, the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (d) below. This understanding does not supersede or change subsection (d) below, whereby the Contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

(c) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending upon whether or not the task order is fully funded, applies independently and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or "Limitation of Funds" clause.

(d) The Contractor shall notify the Task Order Ordering Officer immediately in writing whenever it has reason to believe that:

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(1) The level of effort the Contractor expects to incur under the task order in the next 60 days, when added to the level of effort previously expended in the performance of the task order, will exceed 75% of the level of effort established for the task order; or

(2) The level of effort required to perform the task order will be greater than the level of effort established for the task order.

As part of the notification, the Contractor shall provide the Task Order Ordering Officer a revised estimate of the level of effort required to perform the task order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only; i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the task order, shall be entirely within the discretion of the Contracting Officer. In no event, however, shall the fixed fee be increased unless the revised level of effort exceeds the previously established level of effort by more than 10%.

(e) In the event that less than 100% of the established level of effort, or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased, is actually expended by the completion date of the task order, the Government shall have the option of;

(1) Requiring the Contractor to continue performance, subject to the provisions of the limitation of cost clause, or, as applicable, the limitation of funds clause, until the effort expended equals 100% of the original level of effort or of the fee bearing portion of the last upward revision; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the original level of effort or the fee bearing portion of the last upward revision.

(f) Within thirty days after completion of the base period and each exercised option, the Contractor shall submit the following information in writing directly to the Task Order Ordering Officer, the COR and the Defense Contract Audit Agency office to which vouchers are submitted.

(1) The total number of man-hours of direct labor expended;

(2) A breakdown of this total showing the number of man-hours expended in each direct labor classification utilized for performance, including the identification of the key employees utilized;

(3) The Contractor's estimate of the total allowable cost incurred under the task order.

(4) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

B42S OPTIONS (JUN 2005)

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

CLIN/OPTION	FUND TYPE	EXERCISE DATE – NO
		LATER THAN

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4200 & 6200/OPTION	1	RDDA	4/1/2010		Í
4100 & 6100/OPTION		OGVT	2/1/2010		
4400 & 6400/OPTION		OMN	4/9/2010		
	<u> </u>				
4101 & 6101/OPTION	4	RDT&E	2/1/2011		-
4201 & 6201/OPTION	5	RDDA	2/1/2011		
4301 & 6301/OPTION	6	OGVT	2/1/2011		
4401 & 6401/OPTION	7 (Reserved)	OMN	2/1/2011		
4501 & 6501/OPTION	20	OPN	1/10/2011		
4102 & 6102/OPTION	8	RDT&E	2/1/2012		
4202 & 6202/OPTION	9	RDDA	2/1/2012		
4302 & 6302/OPTION	10	OGVT	2/1/2012		
4402 & 6402/OPTION	11	OMN	2/1/2012		
4502 & 6502/OPTION	21	OPN	11/1/2011		
4103 & 6103/OPTION	12	RDT&E	2/1/2013		
4203 & 6203/OPTION	13	RDDA	2/1/2013		
4303 & 6303/OPTION	14	OGVT	2/1/2013		
4403 &6403/OPTION		OMN	2/1/2013		
4503 & 6503/OPTION 22		OPN	11/1/2012		4
4104 & 6401/OPTION	16	RDT&E	2/1/2014		4
4204 & 6204/OPTION	17	RDDA	2/1/2014		4
4304 & 6303/OPTION	-	OGVT	2/1/2014		4
4404 & 6404/OPTION	- /	OMN	2/1/2014		
4504 & 6504/OPTION	23	OPN	11/1/2013		

B43S OPTIONS AND BASIC AWARD TERM (JAN 2005)

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

B51S PAYMENT OF FIXED FEE - TERM (NOV 2005)

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

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

HQ B-2-0020 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:

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(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.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work

1.0 Background

The mission of the Naval Sea Systems (NAVSEA) Command Naval Undersea Warfare Center Division Newport (NUWCDIVNPT) is to provide research, development, test and evaluation, engineering, and Fleet support for Submarines, Autonomous Underwater Systems, Undersea Offensive and Defensive Weapon Systems and Countermeasures associated with Undersea Warfare.

In support of the Global War On Terror (GWOT), Northern Command (NORTHCOM),

OPNAV 857, Navy Expeditionary Command Enterprise (NECE), the Navy Anti-Terrorism/Force Protection Ashore Program Office (PMS 480) and the Department of Homeland Security, NUWCDIVNPT established the Homeland Defense and Homeland Security (HLD/HLS) Programs Office. The HLD/HLS Programs Office serves as the focal point within the Division for Homeland Security, Homeland Defense and Force Protection related initiatives including: research, development, test and evaluation of new sensors and systems for swimmer defense, perimeter security, in-water sensing, maritime domain awareness, protection of Fleet assets, base protection, bio-chemical detection, unattended ground sensing, Information Technology (IT) asset protection, swimmer defense systems, and port and harbor security.

The Division has a variety of initiatives it is pursuing, many dealing outside the traditional customer base, including the protection of national assets such as commercial and military airports, power plants, key industrial facilities, dams and reservoirs and Operation LIBERTY SHIELD. Additionally, NUWC has been assigned a prominent role in swimmer defense efforts for in-port and expeditionary purposes.

The Division is also tasked with cooperating with and assisting nearby state and local governments in establishing coordinated response to terrorist events and natural disasters including the development and assessment of situational awareness models and systems, first responder devices and systems, environmental parameter prediction models and integrated security sensor systems.

2.0 Scope

In accordance with the Basic SEAPORT-e Contract Statement of Work (SOW) Sections 3.1 – 3.12 and 3.15, the Contractor shall provide project management support, administrative support, technical and engineering support, technical assessments, test and evaluation, acquisition support, laboratory design and development support, in-service engineering support and integrated logistics support services related to HLD, HLS Anti-Terrorism/Force Protection (AT/FP), Operations Other Than War and GWOT for both U.S. Department of Navy Sponsors (RDT&E, OPN, & O&MN funding) and other U.S. Government and Department of Defense Sponsors (OGVT, RDT&E, RDDA funding), including but not limited to the Office of the Secretary of Defense, Department of Homeland Security and Department of Energy. The tasking is in support of Code 71, Northern Command (NORTHCOM), OPNAV 857, Navy Expeditionary Command Enterprise (NECE), the Navy Anti-Terrorism/Force Protection Ashore Program Office (PMS 480), the Department of Homeland Security, NUWCDIVNPT, and the Homeland Defense and Homeland Security (HLD/HLS) Programs Office.

3.0 Applicable DOD/MIL Standards/Specifications/Documents

DoD Issuances:

3.1 <u>Instructions</u>:

Standard Number	Title
3.1.1 DoD 5220.22-M	National Insutrrial Securtiy Manual for Safeguarding Classified Information
3.1.2 OPNAVINST 5290.1A	Navy Visuat Information Management and Operations Manual
3.1.3 SECNAVINST 5211.5D	Department of Navy Privacy Act
3.1.4 SECNAVINST 5239.1	Safeguarding Personal Information in Automated Data Systems
3.1.5 NUWCDIVNPTINST 5239.2	Policy for the use of Portable Electronic Devices (PEDs)

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Publications and Presentation Style Guide,

3.1.6 DoD Instruction 5000.02 Operation of the Defense Acquisition System, 2 Dec 2008
3.1.7 NUWCDIVNPTINST 5200.4E NUWCDIVNPT Publications and Presentations Guide
3.1.8 NUWCDIVNPTINST 5500.4B NUWCDIVNPT Newport Security Manual

3.1.9 NUWCDIVNPT - TD#11,255

		dtd 15 June 2001
3.2	<u>Standards</u> :	
	<u>ard Number</u> MIL-STD-961E	<u>Title</u> Defense and Program-Unique Specifications Format and Content
3.2.2	MIL-HDBK-821	Preparation of Test Reports
3.2.3	MIL-STD-188-161D	Interoperability and Performance Standards for Digital Facsimile Equipment MPEG Video Coding Standards
3.2.4	MIL-HBDK-2036	Electronic Equipment Specifications, Preparation of
3.2.5	MIL-DTL-31000C	General Specifications for Technical Data Packages
3.2.6	MIL-DTL-24784/4C	Commercial Off-the-Shelf (COTS) Equipment Manual Requirements
3.2.7	MIL-PRF-29612B	Training Data Products
3.2.8	MIL-HDBK-29612/1A	Guidance for Acquisition of Training Data Products and Services (Part 1 of 5 Parts)
3.2.9	MIL-HDBK-2961/2A	Instructional Systems Development/Systems Approach to Training and Education (Part 2 of 5 Parts)
3.2.10) MIL-HDBK-2961/3A	Development of Interactive Multimedia Instruction (IMI) (Part 3 of 5 Parts)
3.2.11	MIL-HDBK-29612/4A	Glossary for Training (Part 4 of 5 Parts)
3.2.12	2 MIL-HDBK-29612/5	Advanced Distributed Learning (ADL) Products and Systems (Part 5 of 5 Parts)
3.2.13	3 AD 04000200-04,0-297	NUWCDIVNPT Software Development Engineering Process Document, 14 May 2002
3.3 <u>I</u>	<u>Directives</u> :	110ccss Document, 14 may 2002
Direct	tive Number	Title
3.3.1	DoD Directive 2000.12	DoD Antiterrorism (AT) Program, 18 August 2003
3.3.2	DoD Directive 3020.40	Defense Critical Infrastructure Program (DCIP), August 19, 2005
3.3.3	DoD Directive 3020.36	Assignment of National Security Emergency Preparedness, 2 Nov 1998
3.3.4	NAVMC Directive 3500.86	Antiterrorism/ Critical Infrastructure Protection Training and Readiness Manual, 20 Jul 05
3.4 <u>I</u>	Documents:	

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3.4.2 The Maritime Infrastructure Recovery Plan for the National Strategy for Maritime Security. Dept. of Homeland Security, April 2006

3.4.3 Homeland Security: The Department of Defense's Role, May 14, 2003, Congressional Report RL31615

3.4.5 HSPD-13, Maritime Security Policy, 21 December 2004

- 3.4.6 National Strategy for the Physical Protection of Critical Infrastructures and Key Assets. National
- 3.4.7 Infrastructure Advisory Council (NIAC) February, 2003

3.4.8 Cyber Security: A Crises of Prioritization, President's Information Technology Advisory Committee February 2005

3.4.9 Joint Capabilities Integration and Development System (JCIDS) Instruction CJCSI 3170.01F, 1 May 2007

3.4.10 Operation of the Joint Capabilities Integration and Development System (JCIDS) Manual CJSCM 31270.01C, 1 May 2007

3.4.11 USCG Report USCG Maritime Security Strategy, January 22, 2004

3.4.12 USCG Report USCG Maritime Domain Awareness (MDA) – A National Maritime Intelligence Capability for Securing the Homeland, April 23, 2003

3.4.13 DoD Document Strategy for Homeland Defense and Civil Support, June 2005

3.5 Industry Standards and Recommendations:

3.5.1 American Society of Mechanical Engineers (ASME) Standards:

ASME Y14.100	Engineering Drawings and Related Documentation Practices
ASME Y14.24	Drawings Types and Applications of Engineering Drawings
ASME Y14.34M	Associated Lists
ASME Y14.35M	Drawings, Engineering, and Associated Documents, Revision of

3.5.2 Institute of Electrical and Electronic Engineers (IEEE) Standard:

IEEE 802	Local Area Network and Metropolitan Area Network Standards
IEEE 828-2005	Software Configuration Management Plans J-STD-016, Standard
	for Information Technology Software Life-Cycle Processes,
	Software Development
IEEE 12207	Standard for Information Technology – "Software Life-Cycle
	Process"
IEEE 12207.1	Software Life Cycle Processes - Life Cycle Data
IEEE 12207.2	Software Life Cycle Processes – Implementation Considerations

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3.5.3 American National Standards Institute (ANSI) Standards:

ANSI Z39.1B	Information Sciences-Scientific and Technical Reports;
	Organization, Preparation, and Production

3.5.4 Electronic Industries Alliance (EIA) Recommended Standards:

EIA 232C	Interface Between Data Terminal Equipment and Data Circuit-
	Termination Equipment Employing Serial Binary Data Interchange RS232
EIA 422	Interface Between Data Terminal Equipment and Data Circuit-
	Termination Equipment Employing Serial Binary Data Interchange RS422
EIA 423	Interface Between Data Terminal Equipment and Data Circuit-
	Termination Equipment Employing Serial Binary Data Interchange RS423

4.0 Requirements

4.1 Program Management and Administrative Support Services

The contractor shall provide program management and administrative support service in the development of program plans, work breakdown structures, white papers, presentations and staffing plans required for NUWCDIVNPT Homeland Defense (HLD), Homeland Security (HLS), Anti-Terrorism/Force Protection (AT/FP) projects, program and system developments.

The contractor shall prepare or develop draft documentation that is required by the DoD Joint Capability Integration and Development System (JCIDS) for the various phases of an ACAT IV system acquisition program based on Government Furnished Information (GFI) and per Technical Instructions (TI's) when issued. Typical documents include, but are not limited to: systems engineering plan, test and evaluation master plan, life-cycle cost estimate, integrated logistics support plan, information assurance strategy and plan, in-service engineering agent plans and documents, training system plan, training manuals, interface control document, affordability assessment and other documents required in DoD system acquisition programs.

4.1.1 Deliverables

The Contractor shall prepare analyses and assessments reports, plans and proposals in graphic and narrative format in accordance with (IAW) CDRLs A001 and A002.

The Contractor shall deliver research and action reports, and program financial documentation shall be IAW CDRL A003. Work breakdown structures shall be developed and delivered IAW CDRL A009.

Standard: Analyses are technically sound. Recommendations are sound, clear and actionable. Documents conform to Applicable Documents (AD) 3.1.9 (above) and any other AD cited in the TI's. Documents are complete having few and only minor errors requiring corrections after review. Narrative presentations are clear and concise.

4.2 Presentation and Documentation Support

4.2.1.1 Program Level Support:

Per TI's, the Contractor shall design and develop marketing and descriptive presentations, program plans, white papers, videos and articles using GFI on HLS, HLD and AT/FP technologies, sensors and systems for government and commercial applications.

Per TI's, the Contractor shall participate in and/or deliver technical and programmatic presentations using these and other GFI materials.

4.2.1.2 Technical Level Support:

Per TI's, and using provided GFI, the Contractor shall develop presentation materials, illustrations for technical reports and documents, graphics, technical illustrating, computer graphics, multimedia, viewgraph and video productions, displays, and posters using a variety of computer graphics software and techniques.

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4.2.2 Deliverable

The Contractor shall prepare HLS, HLD and AT/FP presentations IAW CDRL A004.

Standard: Presentations, documentation, videos and articles are technically sound. Recommendations are sound, clear and actionable. Documents conform to AD 3.1.9 and any other AD cited in the TI's. Documents are complete having few and only minor errors requiring corrections after review. Narrative presentations are clear and concise.

4.3 Meeting Support

Per TI's, the Contractor shall, attend HLS, HLD and AT/FP project/program reviews, briefings, symposia, workshops, conferences, seminars and meetings. The Contractor shall capture relevant highlights and prepare a meeting report.

Per TI's, the Contractor shall plan for and facilitate all aspects of HLS, HLD and AT/FP project/program reviews, briefings, symposia, workshops, conferences, seminars and meetings hosted by NUWC at a location secured by NUWC for the purpose of the gathering. Tasking shall include preparation of invitations, preparation of information packets, distribution of invitations and information packets, preparation of minutes, preparation of proceedings from the meetings, and other reports / records specified in the TI.

4.3.1 Deliverable

The Contractor shall prepare HLS, HLD and AT/FP meeting minutes and reports IAW CDRL A005. The Contractor shall prepare meeting invitations and information packets IAW CDRL A015. The Contractor shall prepare Proceedings IAW CDRL A014.

Standard: Meeting minutes and reports accurately capture the critical points of the discussion. Documents conform to AD 3.1.9 and any other AD cited in the TI's. Documents are complete having few and only minor errors requiring corrections after review. Narrative presentations are clear and concise.

4.4 Systems Engineering, Hardware and Software Engineering Services

Per TI's and GFI, the Contractor shall provide system engineering services to support: system design, development, analysis and assessment, verification and validation of technologies, systems, and subsystems for HLD, HLS and AT/FP programs. The Contractor shall function as a participating team member to plan, design, develop, test, integrate, and provide supporting technical documentation per the TI. The Contractor shall develop Engineering Change Proposals to address deficiencies or improvements in the technologies, systems, and subsystems under review and submit them for Government consideration.

Per TI's, the Contractor shall design, engineer, assemble, fabricate, integrate and test engineering design models (EDMs) consisting of prototype circuitry, hardware enclosures, racks and mounts, and associated interfacing hardware such as cabling and wiring. EDMs may be comprised of varying combinations breadboard components, commercial-off-the-shelf (COTS) equipments, and existing equipments. Specific efforts will be detailed in the TI or ECP's provided as GFI.

Per TI's, the Contractor shall design, develop, code and install software modifications and upgrades to government provided software embedded in or installed in sensors, sub-systems, equipment and computers for HLD/HLS systems. Specific efforts will be detailed in the TI or ECP provided as GFI.

4.4.1 Deliverable

The Contractor shall prepare technical reports to include plans, assessments, metrics, requirements documents, white papers, schedules, milestone charts, designs and design documentation, test plans, technical reports, supporting software documentation IAW CDRLs A002, A003, A006, or A008. Software code and related documentation shall be delivered IAW CDRL A010. Engineering change proposals shall be delivered IAW CDRL A012. Drawing packages shall be delivered in accordance with CDLR A013.

Standard: Successful government utilization of plans, requirement documents, test plans, software and its documentation deliverables in lab or in test environments. Successful demonstration of hardware and computer programs and software in lab or field environments. Provide technically accurate hardware and software analysis, recommendations, design documentation, and technical documentation. Documents conform to AD 3.1.9 and any other AD cited in the TI's. Documents are complete having few and only minor errors requiring corrections after review. Narrative presentations are clear and concise. All work performed by the Contractor is accordance with industry standards for system and software engineering practices as cited in Section 3.0 above and the specific TI's.

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4.5 Test and Evaluation Support

Per TI's the Contractor shall provide engineering test and evaluation services in support of the HLD/HLS Programs Office to test, evaluate and document HLS, HLD and AT/FP technologies, systems and subsystems. These test and evaluation events pertain to technologies, systems, and subsystems developed by other companies or government organizations-not the technologies developed and delivered as part of section 4.4 above. The Contractor shall document the results of laboratory, developmental and field-testing performed in comparison to specification requirements of the software or equipment being tested. The Contractor shall be responsible for the design of test methodologies and the performance of those tests. The test plan shall include the standards, checklists, validation materials, procedures, technical measures of performance, and tasks necessary to conduct product assurance, quality assurance, reliability, and maintainability testing. The test plan will be submitted for Government review and approval prior to the conducting of any tests.

The Contractor shall develop and conduct operational tests to measure effectiveness of identified technologies, systems and subsystems. This effort shall include systems integration and testing, site integration, test simulation and emulation, and test documentation. Writing of test plans, data recording (both planning for and storage of), event reconstruction, data analysis and final report documentation of test results are products of the effort.

4.5.1 Deliverable

The Contractor shall prepare and deliver Test and Evaluation Plans IAW CDRL A006, Test and Evaluation Reports IAW CDRL A007, and Summary Technical Reports IAW CDRL A008 for each test and evaluation event.

Standard: Successful completion of operational system and subsystem test in accordance with Government approved test plans. Analyses, plans and reports are technically sound. Recommendations are sound, clear and actionable. Documents conform to AD 3.1.9 and any other AD cited in the TI's. Documents are complete having few and only minor errors requiring corrections after review. Narrative presentations are clear and concise

4.6 Facilities Development, Operation and Maintenance

4.6.1.1 Planning:

Per TI's, the Contractor shall develop or update laboratory design data, layout drawings, specifications and engineering change packages provided as GFI to implement new additions or upgrades to existing HLD/HLS laboratories. The Contractor shall perform assessments and conduct necessary analysis and designs as appropriate IAW the TI's

4.6.1.2 Execution:

Per TI's, the Contractor shall provide engineering and technical services in the installation of HLD/HLS laboratories and test facilities' equipment in support of HLD/HLS developmental programs. This work shall include the design, fabrication and installation of any mounts, frames, racks, etc. required to install, organize or support the laboratory and test equipment. The work shall also include the procurement or fabrication of cables, equipment wiring, networking and any other electrical / electronic / data / signal connection means between systems and components in the laboratory or facility. The Contractors shall develop Test Plans for testing equipment after installation and once the test plans are approved by the Government, conduct the tests and then report the results of the testing on equipment at the HLD/HLS laboratories and test facilities. The Contractor shall provide configuration management technical assessments to maintain a laboratory's logistic baselines.

4.6.2 Deliverables

Data Deliverables: Technical reports to include plans, assessments, metrics, requirements documents, white papers, schedules, milestone charts, technical reports, supporting software documentation and logistics reports are to be delivered IAW CDRL A001. Design and layout drawings shall be delivered IAW CDRL A013. Test Plans are to be delivered IAW CDRL A006 and Test and Inspection Reports are to be delivered IAW CDRL A007. The Contractor shall provide facilities and laboratory logistics management information data IAW CDRL A011.

Other Deliverables: The Contractor shall deliver facility or laboratory hardware and incidental materials in accordance with Government provided schedules (TBD GFI).

Standard: Laboratory and facility plans, analysis, design and installation/modifications are developed in accordance with standard commercial practices. Recommendations are clear and actionable. Installation and related test plans and testing are done in accordance with Government approved documents/plans. Documents conform to AD 3.1.9 and any other AD cited in the TI's. Documents are complete having few and only minor errors requiring corrections after review. Narrative presentations

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are clear and concise

4.7 System Installation Support

Per TI's, the Contractor shall provide the personnel, materials and supplies necessary for supporting the required packing, assembling, installing and testing of GFE HLD/HLS systems such as the Integrated Swimmer Defense System at CONUS and OCONUS sites. Schedules and locations will be detailed in specific TI's. In support of this tasking the Contractor shall develop Installation Plans and Test Plans to ensure proper system operations when installed, and Summary Reports detailing the installation and any tests conducted. The Installation Plans and Test Plans shall be submitted to the Government for review and approval before any work is to be done.

4.7.1 Deliverable

The Contractor shall provide Installation Plans IAW CDRL A002. Test Plans are to be delivered IAW A006 and post-installation Test Summary Reports IAW A007.

Standard: Accurate and on-time system installations IAW TI's specifications and schedules. Successful completion of operational and system test events after equipment is shipped and installed. Analyses, plans and reports are technically sound and are free of extensive errors or omissions. Documents conform to AD 3.1.9 and any other AD cited in the TI's. Documents are complete having few and only minor errors requiring corrections after review. Narrative presentations are clear and concise

4.8 Integrated Logistics Support Services

Per TI's, the Contractor shall track, coordinate and maintain the supply logistical functions for the Integrated Swimmer Defense (ISD) System and other HLD/HLS systems, laboratories and facilities. The Contractor shall be responsible for establishing and maintaining an inventory list of laboratory, In Service Engineering Agent (ISEA) depot and deployed ISD or other HLD/HLS systems and system components. These lists shall include a complete record of sensors, materials, parts and components including spares.

Per TI's, the Contractor shall be responsible for assisting in the receipt, storage, tracking and issuance of the materials required for the operations of deployed ISD or other HLD/HLS systems and HLD/HLS laboratories and facilities. The Contractor shall maintain inventory control using the GFI Database.

Per TI's, the Contractor shall provide Fleet support for delivered and deployed systems based on GFI. The support shall consist of fielding trouble calls from the Fleet, working to identify source of the problem, providing a recommended solution and follow up with Fleet customer to ensure the problem has been addressed. These actions shall be documented in the GFI database.

4.8.1 Deliverable

The Contractor shall provide system and subsystem logistics management information data and reports IAW CDRL A011.

Standard: Logistics information is timely and accurate. The Contractor documented, recorded and reported all pertinent information with a minimum occurrence of errors, omissions or inaccuracies.

4.9 Software Development Plan

The Contractor shall update the Software Development Plan (SDP) that was submitted as part of the Contractor's Proposal, in accordance with **CDRL A016** and the requirements of Contract Clause C55S.

4.9.1 Deliverable

The Contractor's Software Development Plan shall be delivered in accordance with CDRL A016.

Standard: Documents conform to AD 3.1.9 and any other AD cited in the TI's. Documents are complete having few and only minor errors requiring corrections after review. Narrative presentations are clear and concise. All work performed under this task shall be performed by the Contractor in accordance with industry standards for system and software engineering practices as cited in Section 3.0 above.

5.0 Progress Reports

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The Contractor shall deliver monthly performance reports in accordance with the basic contract Performance Reporting, subsection (C).

6.0 Government Furnished Information and Equipment

6.1 Government Furnished Information (GFI)

Government Furnished Information (GFI) will be provided at the time of contract award or when developed. Applicable GFI will be identified in specific TI's

GFI documents may include: technical instructions, white papers, technical reports, engineering change proposals (ECP's), interface requirements documentation, analysis of alternatives, hardware and software requirements and specifications and performance specifications.

6.2 Government Furnished Equipment (GFE)

Government Furnished Equipment (GFE) shall be provided at the time that it obtained or developed by the Government. GFE shall be for contractor use, installation, or incorporation into end product systems.

7.0 Quality Surveillance and 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 individual 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 contactor's ability to manage to the negotiated costs.

C16S COST AND PERFORMANCE REPORTING (NOV 2011)

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

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

(1) Access:

a) eCRAFT: Reports are uploaded through the Electronic Cost Reporting and Financial Tracking (eCRAFT) System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <u>http://www.navsea.navy.mil/nuwc/newport/contracts/default.aspx</u> under eCRAFT information. The eCRAFT e-mail address for report submission is: <u>Ecraft.nuwc.npt.fct@navy.mil</u>. 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) <u>Scope and Content</u>. 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.

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

b) Contractor's Performance Report:

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

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

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

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

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

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

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

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

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

(4) Submission and Approval.

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

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

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

C23S FACILITIES (SEP 2004)

(a) The Contractor shall provide liaison office(s) within commuting distance (by surface transportation) of the Naval Undersea Warfare Center Division, Newport. The liaison office(s) shall meet all security requirements and provide controlled access work areas as specified in the DD Form 254 (if attached).

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

C24S SECURITY REQUIREMENTS (OCT 2004)

The Contractor shall comply with the attached DD Form 254, Contract Security Classification Specification, and any documents such as Classification Guides attached thereto or referenced thereon.

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

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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 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.

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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C54S UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA AUG 1994) (APR 2010)

If, during the performance of this task order, the contractor believes that the task order contains outdated or different versions of any specifications or standards, the contractor may request that it 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 task order 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 task order.

C55S Software Development Requirements (NAVSEA) (DEC 2006)

(a) The contractor shall define a general Software Development Plan (SDP) appropriate for the computer software effort to be performed under this contract. The SDP shall, at a minimum:

(1) Define the contractor's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE/EIA Std. 12207.0;

(2) Contain the information defined by IEEE/EIA Std. 12207.1, section 5.2.1 (generic content) and the Plans and Procedures in Table 1 of IEEE/EIA Std. 12207.1. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted;

(3) Identify the specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification;

(4) Document all processes applicable to the system to be acquired, including the Primary, Supporting, and Organizational life cycle processes as defined by IEEE/EIA Std. 12207 as appropriate. Such processes shall be equivalent to those articulated by CMMI®;

(5) Include the content defined by all information items listed in Table 1 of IEEE/EIA Std. 12207.1, as appropriate for the system and be consistent with the processes proposed by the developers;

(6) Adhere to the characteristics defined in section 4.2.3 of IEEE/EIA Std. 12207, as appropriate;

(7) Describe the overall life cycle and include primary, supporting, and organizational processes based on the work content of this contract;

(8) Be in accordance with the framework defined in IEEE/EIA Std. 12207.0, including, but not limited to, defining the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks;

(9) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with section 6.5.3a of IEEE/EIA Std. 12207.1, such information shall at a minimum contain, specific standards, methods, tools, actions, reuse strategy, and responsibility associated with the development and qualification of all requirements, including safety and security.

(b) The SDP shall be delivered to the Government for concurrence under CDRL A00x and shall not vary significantly from that proposed to the Government for evaluation for award. The contractor shall follow the Government concurred with SDP for all computer software to be developed or maintained under this effort. Any changes, modifications, additions or substitutions to the SDP also require prior Government concurrence.

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

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

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

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SECTION D PACKAGING AND MARKING

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

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

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

ORDER NUMBER: (from Task Order Block 2)

REQUISITION NUMBER: (from Task Order General Information Section)

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

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

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

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

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

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

Naval Undersea Warfare Center Division, Newport

Contract, Order, and ELIN Numbers

Report Title

Date of Report

Contractor Name (division which generated the report)

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

Contractor's Business Address

Task Order Dollar Amount

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

D24S PROHIBITED PACKING MATERIALS (JUN 2004)

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

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SECTION E INSPECTION AND ACCEPTANCE

The following clause is incorporated by reference:

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

The following clauses are incorporated by 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) -CLINs: 4100, 4101, 4102, 4103, 4104, 4200, 4201, 4202, 4203, 4204, 4300, 4301, 4302, 4303, 4304, 4400, 4401, 4402, 4403, 4404, 4501, 4502, 4503, and 4504 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

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

4100	12/14/2009 - 9/30/2010
4101	10/20/2010 - 11/30/2010
4102	12/1/2010 - 12/31/2010
4103	1/3/2011 - 9/30/2011
4200	3/26/2010 - 3/25/2011
4300	10/30/2009 - 10/19/2010
4301	10/20/2010 - 7/31/2011
4302	8/3/2011 - 9/30/2011
4400	4/5/2010 - 9/30/2010
4501	1/3/2011 - 1/31/2011
4502	2/3/2011 - 3/31/2011
6100	12/15/2009 - 9/30/2010
6101	10/20/2010 - 12/31/2010
6102	12/1/2010 - 12/31/2010
6103	1/3/2011 - 9/30/2011
6200	3/26/2010 - 3/25/2011
6300	10/30/2009 - 10/19/2010
6301	10/20/2010 - 7/31/2011
6302	8/3/2011 - 9/30/2011
6400	4/5/2010 - 9/30/2010
6501	1/3/2011 - 1/31/2011
6502	2/3/2011 - 3/31/2011

F1S PERIOD OF PERFORMANCE (JUN 2010)

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

CLIN/OPTION	FUND TYPE	PERIOD OF
	TONDITTE	PERFORMANCE
		FERIORMANCE
4100 & 6100/OPTION 2	RDT&E	12/17/2009 - 9/30/2010
4200 & 6200/OPTION 1	RDDA	3/26/2010 - 3/25/2011
4300 & 6300/BASE PERIOD	OGVT	10/30/2009 - 10/19/2010
4400 & 6400/OPTION 3	OMN	4/5/2010 - 9/30/2010
4101 & 6101/OPTION 4	RDT&E	10/20/2010 - 11/30/2010
4201 & 6201/OPTION 5	RDDA	3/26/2011 - 10/29/2011*
4301 & 6301/OPTION 6	OGVT	10/20/2010 - 7/31/2011
4401 & 6401/OPTION 7	OMN	10/1/2010 - 10/29/2011*
4501 & 6501/OPTION 20	OPN	1/3/2011-1/31/2011
4102 & 6102/OPTION 8	RDT&E	12/1/2010 - 12/31/2010
4202 & 6202/OPTION 9	RDDA	10/30/2011 - 10/29/2012*

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4302 & 6302/OPTION 10	OGVT	8/15/2011 - 9/30/2011
4402 & 6402/OPTION 11	OMN	10/30/2011 - 10/29/2012*
4502 & 6502/OPTION 21	OPN	2/3/2011-3/31/2011
4103 & 6103/OPTION 12	RDT&E	1/3/2011-9/30/2011
4203 & 6203/OPTION 13	RDDA	10/30/2012 - 10/29/2013*
4303 & 6303/OPTION 14	OGVT	10/30/2012 - 10/29/2013*
4403 & 6403/OPTION 15	OMN	10/30/2012 - 10/29/2013*
4503 & 6503/OPTION 22	OPN	11/1/2012- 10/31/2013*
4104 & 6104/OPTION 16	RDT&E	10/30/2013 - 10/29/2014*
4204 & 6204/OPTION 17	RDDA	10/30/2013 - 10/29/2014*
4304 & 6304/OPTION 18	OGVT	10/30/2013 - 10/29/2014*
4404 & 6404/OPTION 19	OMN	10/30/2013 - 10/29/2014*
4504 & 6504/OPTION 23	OPN	11/1/2013- 10/29/2014*

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

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.

F30S PLACE OF PERFORMANCE (APR 2005)

Work shall be performed at the Contractor's facilities and Government facilities in Newport, RI; with travel to CONUS (Naval and commercial ports and facilities such as Washington, DC area; Norfolk, VA; San Diego, CA; Pearl Harbor, HI; Mayport, FL; Kingsbay, GA; Groton, CT) and OCONUS (such as Middle East, Africa and other expeditionary force deployment areas).

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SECTION G CONTRACT ADMINISTRATION DATA

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

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

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

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

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

Type of Document(s)

	Invoice (FFP Supply & Service)
	Invoice and Receiving Report Combo (FFP Supply)
	Invoice as 2-in-1 (FFP Service Only)
Х	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
	Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations

Issue DODAAC	N66604
Admin DODAAC	S3309A
Pay Office DODAAC	HQ0337
Inspector DODAAC	Leave Blank

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Service Acceptor DODAAC	Leave Blank
Service Approver DODAAC	N66604
Ship To DODAAC	Leave Blank
DCAA Auditor DODAAC	HAA331
Inspection Location	Leave Blank
Acceptance Location	Leave Blank

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), 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: john.hartweinsanchez@navy.mil james.pollock@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 <u>gerard.palmer@navy.mil</u>. 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

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401-832-4952 or barbara.sangeado@navy.mil only if you cannot get the answer through the WAWF Website.

G1S SUBMISSION OF INVOICES -- COST REIMBURSEMENT (AUG 2005)

The Contractor shall submit invoices and any necessary supporting documentation, in accordance with the basic contract. Also, the Contractor shall provide duplicate information to the Electronic Cost Reporting and Financial Tracking (eCraft) system.

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 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: Alison Wicks Telephone: Commercial 401-832-8277; DSN 432-8277 Fax Commercial: 401-832-4820; DSN: 432-4820 Email: <u>Alison.C.Wicks@navy.mil</u>

(d) The Task Order Negotiator is:

Name: Alison Wicks Telephone: Commercial 401-832-8277; DSN 432-8277 Fax Commercial: 401-832-4820; DSN: 432-4820 Email: <u>Alison.C.Wicks@navy.mil</u>

(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: <u>david.rego@navy.mil</u>

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

Name: John D. Hartwein-Sanchez Code: 71 Mailing Address: Naval Undersea Warfare Center Division, Newport, 1176 Howell Street, Building: 1351Room: 211 W-5, Newport, RI 02841 Telephone: Commercial (401) 832-5024 DSN 432-5024

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

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)

Name: Title: Mailing Ac E-mail Add Telephone:		ems FAX		271 \	West Ma	in Rd; Middleto	wn, RI 02842
Accounting	g Data						
SLINID	PR Number		Amor	unt			
430001 LLA :	N66604-8310-2944	 1					
	0.NH6A 000 7777 Number: 0173482	70	066604	2F	000000	71000Y710049	
630001 LLA :	N66604-9259-779()					
	0.NH6A 000 7777 Number: 0173482	70	066604	2F	000000	71000Y710049	
BASE Fund Cumulativ	-						

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410001 N66604-9335-69 LLA :	55			
	77 0 066604 2F 000000 70 2	0T00C710220		
410002 N66604-9335-69 LLA :				
Standard Number: 017348	54 067443 2D C2319A 0R(2 0RC00029, ACRN AA (I710)			
610001 N66604-9335-69 LLA :				
Standard Number: 017348	54 067443 2D C2319A 0RC 2 0RC00029, ACRN AA (I710)			
MOD 01 Funding Cumulative Funding				
MOD 02				
410003 N66604-0014-27 LLA :				
A4 97X4930.NH6A 000 777 Standard Number: 017348	77 0 066604 2F 000000 70 2	JT00D715030		
410004 N66604-0014-27 LLA :	04			
A5 97X4930.NH6A 000 777 Standard Number: 017348	77 0 066604 2F 000000 70 2	0T00F710010		
430002 N66604-0014-27 LLA :	0 5			
A6 97X4930.NH6A 000 777 Standard Number: 017348	77 0 066604 2F 000000 7(2	0T00Y710040		
MOD 02 Funding Cumulative Funding				
MOD 03				
410005 N66604-0039-65	68			
LLA : A7 97X4930.NH6A 000 777 Standard Number: 017348	77 0 066604 2F 000000 70 2	DT00A777090		
410006 N66604-0039-65 LLA :	72			
Standard Number: 017348	54 067443 2D C2319A 0RC 2 0RC00029, ACRN AA (I7100			
410007 N66604-0039-65	73			
LLA : A8 97X4930.NH6A 000 777 Standard Number: 017348	77 0 066604 2F 000000 7(2	0T00J710060		
410008 N66604-0039-65 LLA :	74			
A9 1701319.75XZ 253 SAS Standard Number: 017348	LM 0 068342 2D 007440 Q 2 0WX11042, ACRN AA (I7100			
410009 N66604-0039-65 LLA :	75			
	77 0 066604 2F 000000 70 2	DT00A710090		
410010 N66604-0039-65	76			

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LLA :				
A2 97X4930.NH6A 000 777 Standard Number: 017348		0T00C710220		
610002 N66603-0039-65 LLA :	69			
A7 97X4930.NH6A 000 777 Standard Number: 017348		0T00A777090		
610003 N66604-0039-65 LLA :	78			
A2 97X4930.NH6A 000 777 Standard Number: 017348		0T00C710220		
MOD 03 Funding Cumulative Funding				
MOD 04 Funding Cumulative Funding				
MOD 05				
410011 N66604-0077-26 LLA :	67			
B2 97X4930.NH6A 000 777 Standard Number: 017348		0T00D715180		
410012 N66604-0077-26 LLA :	68			
B3 1701319.84FF 253 SAS Standard Number: 017348 Reference: RCP# N000241	2			
410013 N66604-0082-33 LLA :	72			
B4 97X4930.NH6A 000 777 Standard Number: 017348		0T00F710020		
410014 N66604-0082-33 LLA :	74			
B5 97X4930.NH6A 000 777 Standard Number: 017348		0100F710080		
420001 N66604-0077-26 LLA :	71			
B6 97X4930.NH6A 000 777 Standard Number: 017348		0T00P722090		
610004 N66604-0082-33 LLA :	73			
B4 97X4930.NH6A 000 777 Standard Number: 017348		0T00F710020		
620001 N66604-0082-33 LLA :	71			
B6 97X4930.NH6A 000 777 Standard Number: 017348		0T00P722090		
MOD 05 Funding				
MOD 06				
440001 N66604-0077-26 LLA :	70			
BFA 97X4930.NH6A 000 777 Standard Number: 017348		0T00S712080		
640001 N66604-0085-39	96			

LLA :

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B7 97X4930.NH6A 000 7 Standard Number: 0173	77777 0 066604 2F 000000 3482	70T00S712080		
MOD 06 Funding Cumulative Funding				
MOD 07				
410015 N66604-0146- LLA : B8 97X4930.NH6A 000 7 Standard Number: 0173	7777 0 066604 2F 000000	70T00G710000		
410016 N66604-0146- LLA : B9 97X4930.NH6A 000 7 Standard Number: 0173	7777 0 066604 2F 000000	70T00D715220		
	7777 0 066604 2F 000000	70T00C710270		
Standard Number: 0173 430003 N66604-0147- LLA : C2 97X4930.NH6A 000 7 Standard Number: 0173	-2376	70T00S710100		
610005 N66604-0146- LLA :	2097 7777 0 066604 2F 000000	70T00C710270		
630002 N66604-0147- LLA :	2377 7777 0 066604 2F 000000	70T00S710100		
MOD 07 Funding				
MOD 08				
410018 N66604-0189- LLA : A2 97X4930.NH6A 000 7 Standard Number: 0173	7777 0 066604 2F 000000	70T00C710220		
420002 N66604-0189- LLA : B6 97X4930.NH6A 000 7 Standard Number: 0173	7777 0 066604 2F 000000	70100722090		
610006 N66604-0189- LLA :	-8195 77777 0 066604 2F 000000	70T00C710220		
MOD 08 Funding				

610007 N66604-0236-7322 LLA : C3 97X4930.NH6A 000 77777 0 066604 2F 000000 34100S575930 Standard Number: 0173482

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MOD 09 Fu Cumulativ	nding re Funding						
MOD 10							
410014 LLA :	N66604-0082-3374	1					
B5 97X493	0.NH6A 000 77777 Number: 0173482	70	066604	2F	000000	70T00F710080	
610004 LLA :	N66604-0082-3373	3					
B4 97X493	0.NH6A 000 7777 Number: 0173482	70	066604	2F	000000	70T00F710020	
MOD 10 Fu Cumulativ	nding re Funding						
MOD 11							
LLA :	N66604-0277-4589						
	0.NH6A 000 7777 Number: 0173482	70	066604	2F	000000	70T00A710101	
430101 LLA :	N66604-0277-4587	7					
C4 97X493	0.NH6A 000 77777 Number: 0173482	70	066604	2F	000000	70T00S710111	
610101 LLA :	N66604-0277-4594	1					
C5 97X493	0.NH6A 000 77777 Number: 0173482	70	066604	2F	000000	70T00A710101	
610102 LLA :	N66604-0277-4596	5					
C6 97X493	0.NH6A 000 77777 Number: 0173482	70	066604	2F	000000	70T00A710091	
630101 LLA :	N66604-0277-4593	3					
	0.NH6A 000 7777 Number: 0173482	70	066604	2F	000000	70T00S710111	
MOD 11 Fu Cumulativ	nding re Funding						
MOD 12 Fu Cumulativ	nding re Funding						
MOD 13							
430102 LLA :	N66604-0306-8800)					
C7 97X493	0.NH6A 000 77777 Number: 0173482	70	066604	2F	000000	70T00Y710031	
630102 LLA :	N66604-0306-8802	2					
C7 97X493	0.NH6A 000 7777 Number: 0173482	70	066604	2F	000000	70T00Y710031	
MOD 13 Fu Cumulativ	nding re Funding						
MOD 14							

410102 N66604-0312-9742
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LLA : C8 97X4930.NH6A 000 777 Standard Number: 017348 MOD 14 Funding	77 0 066604 2F 000000 70 2	0T00B777091	
Cumulative Funding			
MOD 15			
410201 N66604-0320-08 LLA : C9 97X4930.NH6A 000 777 Standard Number: 017348	77 0 066604 2F 000000 7:	1000X715131	
MOD 15 Funding Cumulative Funding			
MOD 16			
410301 N66604-0319-05 LLA :	96		
D1 97X4930.NH6A 000 777 Standard Number: 017348	77 0 066604 2F 000000 7 2	1000A777261	
450101 N66604-0322-12 LLA :	59		
D2 97X4930.NH6A 000 777 Standard Number: 017348	77 0 066604 2F 000000 7 2	1000F712001	
610301 N66604-0356-70 LLA :	0 4		
D1 97X4930.NH6A 000 777 Standard Number: 017348	77 0 066604 2F 000000 7 2	1000A777261	
650101 N66604-0356-70 LLA :	07		
	77 0 066604 2F 000000 7: 2	1000F712001	
MOD 16 Funding Cumulative Funding			
MOD 17			
450201 N66604-1028-26 LLA :	41		
D3 97X4930.NH6A 000 777 Standard Number: 017348	77 0 066604 2F 000000 7 2	1000A712121	
650201 N66604-1028-26 LLA :	43		
D3 97X4930.NH6A 000 777 Standard Number: 017348	77 0 066604 2F 000000 73 2	1000A712121	
MOD 17 Funding Cumulative Funding			
410018 N66604-0189-81	93		
LLA : A2 97X4930.NH6A 000 777	77 0 066604 2F 000000 70	0T00C710220	
Standard Number: 017348	2		

FINAL

MOD 18 Funding Cumulative Funding

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MOD 24 Funding
MOD 25
410302 N66604-1087-1762 LLA : D5 97X4930.NH6A 000 77777 0 066604 2F 000000 71000E710001 Standard Number: 0173482
MOD 25 Funding
MOD 26 Funding
MOD 27 Funding
MOD 28 Funding
MOD 29
610301 N66604-0356-7004 LLA : D1 97X4930.NH6A 000 77777 0 066604 2F 000000 71000A777261 Standard Number: 0173482
MOD 29 Funding

MOD 29 Funding Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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.

H13S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-3

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

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

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

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

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

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

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

(h) If it is in the best interests of the Government, the prohibitions imposed by this clause may be waived by the Task Order Ordering Officer.

(i) This clause applies to Statement of Work task(s): 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7 & 4.8

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

H14S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-4

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

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

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

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

(e) The prohibitions imposed by this clause may be waived by the Task Order Ordering Officer.

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

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

(h) This clause applies to Statement of Work task(s): 4.4, 4.5 & 4.6

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

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.

H40S KEY PERSONNEL (FEB 2007)

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



H61S GOVERNMENT FURNISHED PROPERTY (GFP) (FEB 2005)

(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:

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(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 Task Order Ordering Officer.

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

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 (<u>http://www.defensetravel.dod.mil</u>

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

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

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

Wage Determination #:2005-2467, Revision: 11, Dated 6/13/2011 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.

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:

	ALLOTTED TO	ALLOTTED TO	TOTAL AMOUNT	ESTIMATED PERIOD
ITEM	COST	FEE	ALLOTTED	OF PERFORMANCE

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

(c) CLINs/SLINs 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.

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SECTION I CONTRACT CLAUSES

The following clauses are incorporated by reference:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

52.222-99 Notification Of Employee Rights Under The National Labor Relations Act (DEVIATION 2010-00013) (JUN 2010)

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

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

52.227-10 FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER (APR 1984)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

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

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2009)

52.245-1 GOVERNMENT PROPERTY (June 2007)

52.245-9 USE AND CHARGES (JUNE 2007)

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

252.222-7999 "Additional Contractor Requirements and Responsibilities Restricting the Use of Mandatory Arbitrations Agreements".

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

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAR 2006)

- 252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS (JUL 2006)
- 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE (JUN 1998) CONTRACTORS OUTSIDE THE UNITED STATES

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

- 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND (JUN 1995) NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS COMPUTER SOFTWARE (JUN 1995)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED (JUN 1995)

INFORMATION MARKED WITH RESTRICTIVE LEGENDS

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252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)

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

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

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

The following clauses are incorporated by full text:

52.222-54 Employment Eligibility Verification (Jan 2009)

(a) Definitions. As used in this clause-

"Commercially available off-the-shelf (COTS) item"-

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States," as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees*. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3)

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of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) All new employees.

(A) *Enrolled 90 calendar days or more*. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days*. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract*. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees*. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site*. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify .

(d) *Individuals previously verified*. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

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(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) *Is for*—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

FAR 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

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following information:

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting -

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

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

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

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

(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-plusa-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

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

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

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



122-42STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42)(MAY1989)

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

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/ESA/REGS/COMPLIANCE/WHD/WAGE/SCADIRV5/SCADIRECTVERS5.PDF

GOVERNMENT EQUIVALENT GS LEVELS: <u>HTTP://WWW.DOL.GOV/ESA/REGS/COMPLIANCE/WHD/WEB/INDEX.HTM</u>

and

OFFICE OF PERSONNEL MANAGEMENT: HTTP://WWW.OPM.GOV/OCA/06TABLES/

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SECTION J LIST OF ATTACHMENTS

- Exhibit "A" DD 1423, Contract Data Requirements List
- Attachment #2 Government Furnished Property
- Attachment #1 DD 254, Contract Security Classification Specification
- Attachmnet #3 JA4S, Task Order Administration Plan