

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 34	3. EFFECTIVE DATE 06-Feb-2009	4. REQUISITION/PURCHASE REQ. NO. N66604-09-MR-56833		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N66604	7. ADMINISTERED BY (If other than Item 6) CODE		S0701A

NUWC, NEWPORT DIVISION
 Simonpietri Drive, Building 11
 Newport RI 02841-1706
 mary.faverio@navy.mil 401-832-6774

DCMA HARTFORD
 130 DARLIN STREET
 EAST HARTFORD CT 06108-3234

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Rite-Solutions, Inc. 110 West Broad St. Pawcatuck CT 06379-1060	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4115-0002
	10B. DATED (SEE ITEM 13) 21-Jan-2005
CAGE CODE 1PSA3	FACILITY CODE 125370176

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

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GENERAL INFORMATION

Distribution: KR, 0221, 114/C.Sloan, 119CLO/S.Gempp, DFAS-HQ0337

FSC: R706

Contract ID Code: "U"

NUWCDIVNPT Control Number: 091989

NUWCDIVNPT Requisition Number(s): N66604-8274-7501-990

NUWCDIVNPT POC: Mary Faverio (See Block 5 of the Task Order cover page for e-mail address and telephone number.)

Mod 34: The purpose of this modification is to decrease funds from SLIN 140012

Authority: FAR 43.103(a) "Administrative"

Modification Type: Bilateral

SECTION B – SLIN 140012 is decreased from \$197,000.00 by (\$50,938.43) to \$146,061.57

SECTION G - Revise Accounting and Appropriation data to reflect decrease in funds. LLA D4/140012 is decreased from \$197,000.00 by (\$50,938.43) to \$146,061.57 by this modification.

SECTION H - Change Clause H31S to reflect decrease in funds.

The total funding obligated for this task order is decreased from \$2,278,651.79 by (\$50,938.43) \$2,227,713.36.

All other task order terms and conditions remain unchanged.

The conformed Task Order is contained in EDA & the SeaPort Portal.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

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

0001	Services to perform installations, special projects and analyses relating to the VTC, Telephone, classified and unclassified networks per the Statement of Work (see Section C)			\$928,730.00
0001AA	Services to perform installations, special projects and analyses relating to the VTC, Telephone, classified and unclassified networks per the Statement of Work (see Section C) (OTHER)			\$0.00
0001AB	Services to perform installations, special projects and analyses relating to the VTC, Telephone, classified and unclassified networks per the Statement of Work (see Section C) (WCF)			\$25,000.00
0001AC	Services to perform installations, special projects and analyses relating to the VTC, Telephone, classified and unclassified networks per the Statement of Work (see Section C) (O&MN,N)			\$5,000.00

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0001AD	Services to perform installations, special projects and analyses relating to the VTC, Telephone, classified and unclassified networks per the Statement of Work (see Section C) (WCF)	\$6,500.00
0001AE	Services to perform installations, special projects and analyses relating to the VTC, Telephone, classified and unclassified networks per the Statement of Work (see Section C) (WCF)	\$140,122.00
0001AF	Services to perform installations, special projects and analyses relating to the VTC, Telephone, classified and unclassified networks per the Statement of Work (see Section C) (WCF)	\$49,000.00
0001AG	Incremental funding for services to install and test high speed network to the desktop in Blding 11 (WCF)	\$65,000.00
0001AH	Incremental funding to install and test high speed network to the desktop in Building 104 (WCF)	\$27,000.00
0001AJ	FUNDING FOR SLIN 0001AA (WCF)	\$81,712.00
0001BA	Option 1, Services to	\$0.00

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perform
installations,
special projects
and analyses
relating to the
VTC, Telephone,
classified and
unclassified
networks per the
Statement of Work
(see Section C)
(OTHER)

0001BB	Option 1, Services to perform installations, special projects and analyses relating to the VTC, Telephone, classified and unclassified networks per the Statement of Work (see Section C) (WCF)	\$31,306.00
0001BC	Option 1, Services to perform installations, special projects and analyses relating to the VTC, Telephone, classified and unclassified networks per the Statement of Work (see Section C) (WCF)	\$196,463.00
0001BD	Option 1, Services to perform installations, special projects and analyses relating to the VTC, Telephone, classified and unclassified networks per the Statement of Work (see Section C) (WCF)	\$126,526.00
0001BE	Funding for Option I, 0001BA. (WCF)	\$1,360.00
0001BF	Funding for Option I, 0001BA. (WCF)	\$6,493.00

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0001BG Funding for Option I, 0001BA. (WCF) \$2,442.00

0001BH Funding for Option I (WCF) \$164,806.00

1000 Services to perform installations, special projects and analyses relating to the VTC, telephone, classified and unclassified networks per the Statement of Work (See Section C)

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
1300	Option 2 (WCF)			\$591,057.00
130001	Funding B9 (WCF)			
130002	Funding B7 (WCF)			
130003	Funding C1 (WCF)			
130004	Funding B8 (WCF)			
130005	Funding C2 (Bldg. 11 communication infrastructure-re furbishment) (WCF)			
130006	Funding C3 (WCF)			
130007	Funding A7 (WCF)			
130008	Funding C4 (BLDG 105 install communications cabling and outlets (WCF)			
130009	Funding C5 (BLDG 1623 install communications cabling and outlets) (WCF)			
130010	Funding C6 (BLDG 1171 install communication and cabling and outlets) (WCF)			
130011	Funding C7			

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(Installation of
RDT&E Network &
NMCI rollout)
(WCF)

1400 Option 3 (WCF) \$715,326.00

140001 Funding C7
(installation of
RDT&E network &
NMCI rollout)
(WCF)

140002 Funding C8 (cable
installation btw
B1258-B1319)
(WCF)

140003 Funding C9
(transition to
NMCI) (WCF)

140004 C4
(WCF)

140005 D3
(WCF)

140006 D1
(WCF)

140007 C4
(WCF)

140008 D2
(WCF)

140009 D1
(WCF)

140010 C4
(WCF)

140011 C4
(WCF)

140012 D4
(WCF)

140013 D4
(WCF)

1500 Option 4 (Option \$0.00

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
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3000	Prime and Subcontractor Travel & Material with burdens, no	

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fee

\$0.00

3300 Option 2 (WCF)

330001 Funding B8 (WCF)

330002 Funding B7 (WCF)

330003 Funding C2 (Bldg.
11 communication
infrastructure-
refurbishment)
(WCF)

330004 Funding C4 (BLDG
105 material to
install
communication
cabling and
outlets (WCF)

330005 Funding C5(BLDG
162 material to
install
communications
cabling and
outlets) (WCF)

330006 Funding C6 (BLDG
1171 material to
install
communications
cabling and
outlets (WCF)

330007 Funding C7
(Installation of
RDT&E Network *
NMCI rollout)
(WCF)

3400 Option 3 (WCF)

340001 Funding C8 (cable
installation btw
B1258-B1319)
(WCF)

340002 C4 \$1,296.00
(WCF)

340003 D3 \$7,914.00
(WCF)

340004 C4 \$10,415.00
(WCF)

340005 D2 \$468.50
(WCF)

340006 D1 \$10,285.00
(WCF)

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340007 C4 \$6,255.00
(WCF)

340008 C4 \$11,080.00
(WCF)

340009 D4 \$6,000.00
(WCF)

340010 C9 \$11,000.00
(WCF)

3500 Option 4 (WCF)
Option

B30S LEVEL OF EFFORT - TERM (JUN 2004)

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

ITEM	MHRS
Base	6,359
Option 1	6,359
Option 2	6,359
Option 3	12,718
Option 4	0

The term of each SLIN is defined in section F of the task order. The total estimated level of effort is expected to occur evenly over the task order term.

(b) In the event that the incurred level of effort exceeds by 3% 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 (f) below. This understanding does not supersede or change subsection (f) 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 Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

(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 Contracting 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;

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(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 task order, the Contractor shall submit the following information in writing directly to the Contracting 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 listed in the task order schedule, 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 2004)

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

Option No.	Exercise Date
Option 1	10/01/05
Option 2	10/01/06
Option 3	10/01/07
Option 4	RESERVED

B51S PAYMENT OF FIXED FEE - TERM (AUG 2004)

(a) The fixed fee, as specified in Section B of this task order, subject to any adjustment required by other provisions of this task order, will be paid in installments to be paid at the time of each provisional payment on account of the allowable cost. The current installment is the amount of fixed fee earned to date and not previously billed.

(b) Determine the total amount of fee earned to date as follows. Divide the current total estimated cost (minus other direct costs) of the order by the current fixed fee. Multiply the result by the incurred costs (minus other direct costs) to date.

(c) Withholding. As provided in the clause entitled, Fixed Fee (FAR 52.216-8), the Contracting Officer hereby withholds 15% of all fixed fee payable under the task order up to the stated maximum of \$100,000. Invoices submitted under the task order shall indicate fixed fee withheld.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1.0 BACKGROUND

The Naval Undersea Warfare Center Division, Newport (NUWCDIVNPT) is a naval shore activity operating under the direction of the Commander, Naval Sea Systems Command (NAVSEA). NUWCDIVNPT's Information Services Department, Code 54 provides the human, software, and hardware resources required to support the scientific, engineering, and administrative computational and communication needs of NUWCDIVNPT.

The NUWCDIVNPT Video Teleconferencing Center (VTC) Program Office, Code 5402, operates, maintains, and provides technical support for design, development and servicing of the Division's VTC system. The VTC system is currently comprised of one dedicated primary VTC site located at Newport, RI (Bldg. 1252), another primary site on the 5th floor west of Bldg. 1320, and a number of roll-about, desktop, and portable VTC units and associated networks. Through the VTC system Division personnel can connect to hundreds of other Department of Defense (DOD), contractor, and academic VTC sites.

The NUWCDIVNPT Computer and Network Technology Division, Code 542 operates, maintains, and provides technical support for design, development and servicing of the Division's voice and data networks and associated information systems. The Division's networks include both secure (classified) and unsecure (unclassified) wide area networks (WANs), local area networks (LANs), and telephone networks. These networks incorporate a wide variety of technologies including broadband, base-band, Gig Ethernet, Fiber Distributed Data Interface (FDDI), ATM, twisted pair cabling, satellite earth stations, wireless, and infrared. These networks are managed through Code 542's Network/Telephone Operations Center.

The VTC system and VTC networks are located at Newport, Rhode Island. Voice and data networks are located at Naval Undersea Warfare Center (NUWC) in Newport, RI and surrounding region, Arlington, VA, Seneca Lake, NY, Dodge Pond CT., San Diego, CA, Pearl Harbor, HI, West Palm Beach, FL, Keyport, WA and AUTEK, CESES VA, Andros Island, Bahaman Islands.

2.0 SCOPE

The contractor shall perform systems analysis, feasibility studies (systems requirements analysis, technological research, develop design recommendations), system/facility/room design, engineering, installation, alterations, integration of associated networks for (a) VTC, distance learning, and other media related facilities or rooms such as small conference or media rooms containing roll-about modules or desktop systems, or war gaming theatre; (b) Telephone Systems; (c) Networking – Unclassified; or (d) Networking – Classified.

3.0 APPLICABLE DOCUMENTS/GOVERNMENT FURNISHED INFORMATION (GFI)

3.1 Applicable Documents - The effective edition of the following standards, instructions, documents and guidelines provide guidance for performance of the task effort. It should be understood clearly that all federal, state and local regulations and codes apply.

Document Number Title

MIL-HDBK-63038-1A Technical Manual Writing Handbook

DOD-HDBK-292-1 Training Materials Development

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

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CMS 4L COMSEC Manual

Document #VTC 001 Corporation for Open System International (COS) VTC Profile

FIPS PUB 178 Federal Standard for VTC

H.3XX VTC related standards

T.1XX Data Protocol Standards

G.7XX Audio Coding Standards

OPNAVINST 2015.1 VTC Activities, Systems and Networks

MIL-STD 188-161D Interoperability and Performance Standards for Digital Facsimile Equipment

MPEG Video Coding Standards

3.2 Other Relevant Documents - The following Government directives are provided for general guidance for use during the performance of the work required under this contract. When applicable, the Government may approve equivalent substitutes from the contractor's established in-house practices, procedures and systems, or commercial equivalent standards. The contractor is to keep the Government advised of any equivalent substitutes that are used, but is not required to obtain Government approval prior to implementing them.

Document Number Title

MIL-HBDK-2036 General Requirements for Electronic Specifications

MIL-STD-961d Specification Practices

MIL-DTL-31000A(1) Technical Data Packages, General Specifications for

-MIL-M-24784 Manuals, Technical: Equipment and Systems Contents, Requirements for

3.3 Government Property Made Available

None at this time.

4.0 REQUIREMENTS

4.1 Systems Analysis Support

The contractor shall provide system analysis support services when required to render existing control systems fully capable of controlling new equipment as it is integrated into the primary NUWC DIVNPT Network site(s) or communications network. Such services shall include, but not be limited to, control system design changes, modifications and testing. Services shall be provided in such a way as to preclude interference with scheduled operations. Contractor coordinator and technician support shall be required for at least the test phases following any changes to the control system and control panels. The contractor shall use, extract and analyze such data, develop findings and recommendations, and report such results in the form of reports and other documentation, including graphs, charts, etc., to best convey the information required.

4.2 Feasibility Studies

4.2.1 Economic Analysis - The Contractor shall perform analyses of proposed systems, subsystems, and equipment and provide technical and financial information. Tasks shall include the following:

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Define alternatives to include a discussion of all data, voice, and video communication systems, subsystems, networking, telephones systems, and associated facility issues involved.

Define assumptions.

Develop cost/benefit rankings.

Identify quantitative factors impacting the analysis.

Identify qualitative factors impacting the analysis.

Develop graphic, verbal, and written presentations of results of economic analysis.

Develop conclusions and recommendations based upon the results of the economic analysis.

4.2.2 Systems Requirements Analysis - The Contractor shall perform analysis of assigned problems in order to define solutions and to make recommendations. Tasks shall include the following:

Design and develop a system overview suitable for presentation to technical and functional managers.

Identify and define all necessary systems and subsystem equipment elements.

Develop block diagrams graphic displays, written and verbal presentations describing the functional problem.

4.2.3 Technological Research - The Contractor shall perform research studies to evaluate potential solutions required to satisfy specific physical, functional, operational, or performance problems. Tasks shall include the following:

Research and analyze Government owned equipment or services such as user networks and telephone systems. These studies would be directed toward the determination of the applicability of such equipment or service to specific functional problems.

Research and analyze equipment, techniques, and methodologies that may enhance current services or may be further defined by modification. This research would result in specific recommendations concerning the equipment/techniques evaluated, as well as estimation of the relative cost effectiveness benefit, if any, to be gained by implementing recommended equipment and techniques.

4.2.4 Develop Design Recommendations - The Contractor shall develop recommendation documentation justifying a project design as developed in task statements.

Develop design recommendations to support requirements for management information systems.

Develop design recommendations for terminal support of specialized applications.

Develop design recommendations to support the video teleconferencing, telephone, networking – unclassified and networking - classified requirements of the division.

Develop design recommendations to support facility related requirements for housing terminal related systems and subsystems.

4.3 System/Facility/Room Design and Development

The contractor shall develop design and design modification of (a) VTC facilities and other media related facilities presentation theaters, war gaming, and control facilities or rooms such as small conference or media rooms containing roll-about modules or desktop systems; (b) Telephone Systems; (c) Networking – Unclassified; or (d) Networking – Classified, as defined in the task statements associated with this contract.

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4.3.1 Surveys and Assessments - The contractor shall perform necessary preparatory site surveys and assessments, develop plans-of-action and provide schedules/timelines/milestone charts to support these efforts. The contractor shall develop and deliver complete CAD design packages.

4.3.2 Design Drawings - The contractor shall produce site-specific engineering drawings and specifications to support design recommendations. Room/facility drawings shall be delivered using VISIO and AutoCAD along with 'F' size paper plots. The contractor shall coordinate the design development of various disciplines to produce complete designs.

4.4 Installation and Implementation

The contractor shall receive, install and fully implement all equipment, associated interfaces, room modifications, and facility alterations in accordance with Government-approved design drawings at designated locations. The contractor shall be responsible for the implementation and timeliness of any and all systems and associated interfaces, which are specified in the tasking. It is the contractor's responsibility to determine and resolve (with the sponsoring activity support), networking hardware/software issues (such as vendor proprietary multiplexes, revision numbers and the like) that may impact the implementation of any system/subsystem.

4.5 Integration and Acceptance Testing

4.5.1 Test Plans - Detailed acceptance test plans shall be developed and -validated by the contractor and submitted to the Government POC for approval prior to and, when deemed appropriate, during the installation phase. Acceptable test plans shall be completed prior to completion of any installation alteration. The development of test plans shall adhere to a rigid agreed-upon schedule. Tests shall be written to assure that all physical, functional, operational, technical and performance requirements are satisfied.

4.5.2 Test Documentation - The Contractor shall create/update systems documentation to accurately reflect any and all functional and technical changes made to any system.

4.5.3 System Certification - The contractor shall assemble all support equipment spares and technical documentation and shall have the system prepared for certification prior to final acceptance testing. The contractor shall provide any necessary coordination including the installation of communication services to facilitate a system demonstration to the customer or his appointed representatives. The Government shall not certify systems or subsystems as acceptable prior to successful final testing. -

4.5.4 System Testing - The contractor shall perform equipment checkout and subsystem and system level testing in accordance with approved test procedures. Testing may be conducted by the Government and/or its technical representatives, or by the contractor witnessed by the Government and/or its technical representative, or the contractor may be tasked as the Government's technical representative. The designated POC may terminate testing at any time during testing due to failure to comply with either test procedures or the accepted design plan. The contractor shall perform a system test utilizing both test and live data tasks. Tests are further defined as follows:

Prepare test plan defining the approach, detailed test schedule, and data/resources requirements for testing

Execute testing in accordance with the test plan to ensure satisfaction of all functional and communication performance requirements.

Analyze test results and make programs or systems modifications and/or corrections, as appropriate.

5.0 Deliverables

5.1 Weekly Reports - Video Teleconferencing

The contractor shall submit a weekly Status Report to include: (a) schedule of events time-line; (b) project status; (c) a synopsis of any system problems (nature of the problem and manner of resolution); (d) special difficulties encountered in the identification of the causes of specific problems or in their resolution; (e) outstanding issues; (f) events of significant importance/highlights of the week. (CDRL A001)

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5.2 Weekly Reports - Telephones

The contractor shall submit a weekly Status Report to include: (a) schedule of events time-line; (b) project status; (c) a synopsis of any system problems (nature of the problem and manner of resolution); (d) special difficulties encountered in the identification of the causes of specific problems or in their resolution; (e) outstanding issues; (f) events of significant importance/highlights of the week. (CDRL A002)

5.3 Weekly Reports - Networks (Unclassified)

The contractor shall submit a weekly Status Report to include: (a) schedule of events time-line; (b) project status; (c) a synopsis of any system problems (nature of the problem and manner of resolution); (d) special difficulties encountered in the identification of the causes of specific problems or in their resolution; (e) outstanding issues; (f) events of significant importance/highlights of the week. (CDRL A003)

5.4 Weekly Reports - Networks (Classified)

The contractor shall submit a weekly Status Report to include: (a) schedule of events time-line; (b) project status; (c) a synopsis of any system problems (nature of the problem and manner of resolution); (d) special difficulties encountered in the identification of the causes of specific problems or in their resolution; (e) outstanding issues; (f) events of significant importance/highlights of the week. (CDRL A004)

5.6 Special Reports and Studies

The contractor shall prepare such one-of-a-kind reports, and studies as are required to support documentation requirements for actual or prospective applications of new or emerging technologies to the NUWCDIVNPT VTC Network, Telephones, Networking – Unclassified or Networking – Classified, or to document novel methods by which the hardware/software system suite can be utilized to improve or enhance overall operational capability or availability. In addition, the contractor shall prepare historical or informative reports/presentations, which include past performance and statistics relating to the operation of the NUWCDIVNPT VTC Network site(s) and communications network. (CDRL A005)

5.7 Monthly Reports – All Tasks

The contractor shall submit monthly reports in accordance with Clause HC16S.

6.0 Quality Surveillance & Performance Standards

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

Contractor performance will be evaluated based upon technical quality, responsiveness, and timeliness. Technical quality will be evaluated against the relevant standards identified in paragraph 3.0. and on how well the services support NUWCDIVNPT VTC and Networking process management goals identified in attachment 5. 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 agreed upon schedules with minimal variance.

The following SOW describes the work required to support VTC services for Commander North East Region which is the purpose for the funding provided under modification N00178-04-D-4115-0002-02:

STATEMENT OF WORK

CONTRACT N00178-04-D-4115

REQUISITION N66604-5047-01X2

SERVICES TO COMMANDER NORTH EAST REGION

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1.0 BACKGROUND

The Videoteleconferencing Program Office of the Naval Undersea Warfare Center (NUWC) operates a Multipoint Control Unit (MCU) that will support both secure and unclassified communications between DoD installations, defense contractors, and educational institutions. Under a previous agreement, COMMANDER NORTHEAST REGION (CNER) has purchased and installed additional components in NUWC's MCU to facilitate their requirements.

2.0 SCOPE

Under this effort, the Contractor shall provide support to enable CNER to communicate with its detachments located in the Northeast Region.

3.0 TASKS

3.1 Task One, Scheduling.

The Contractor is responsible for scheduling and enabling multipoint meetings between detachments of CNER and other clients as requested.

3.2 Task Two, Equipment Maintenance, Technical Support.

The Contractor shall maintain those CNER components of NUWC's MCU. Additionally, the Contractor shall provide technical support to CNER. The contractor shall troubleshoot equipment problems at CNER detachments and provide technical assistance regarding upgrading and enhancing current equipment at CNER HQ in Groton, CT and its detachments.

The following SOW describes the work required to install and test a high Speed Network Equipment of the Desktop at NUWCDIVNPT which is the purpose for the funding provided under modification N00178-04-D-4115-0002-04:

NAVAL UNDERSEA WARFARE CENTER

NUWCNET MAINTENANCE AND SUPPORT

N66604-5164-01X2

1.0 Background

The Naval Undersea Warfare Center Division Newport (NUWCDIVNPT) is actively engaged in research and development associated with all phases of Naval systems at the Newport, Rhode Island facility. To provide maximum utilization of the available resources and to enhance the capability of this R&D site, NUWCDIVNPT has provided a communications network (NUWCNET), both intra- and inter-site, to facilitate bi-directional data exchange, access to computational resources, and provide full Telephone capabilities. There is a continuing requirement to assist the government in maintaining and upgrading existing systems in order that high quality communications are available to support the NUWC operations.

2.0 Scope

It is the intent of this delivery order to obtain the support required to install, and test a High Speed Network Equipment to the Desktop at NUWCDIVNPT.

3.0 Task One, Install Network Equipment and cabling.

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The contractor shall install and test all equipment to be installed at NUWCDIVNPT. The contractor shall remove the old equipment and provide an inventory list of that equipment. The contractor shall install HSDT equipment (including cable, jacks, frames, and blocks) previously procured by the Govt, and provide the resources to support NUWC personnel in the acceptance testing of the High Speed Network to the Desktop.

3.1 Deliverable.

The contractor shall provide AutoCAD drawings of the High Speed Network to the Desktop configuration and cabling systems as changes occur, in accordance with CDRL A005

4.0 Progress Reports

The contractor shall provide Monthly Progress reports detailing the technical and financial status, in accordance with Clause HC16S.

5.0 Documentation

The Government shall make available to the contractor the documentation unique to the system being maintained, i.e., system diagrams, design criteria, as built drawings, etc. Common commercial documentation shall be the responsibility of the contractor.

6.0 Security Clearance

Personnel assigned to the tasks of this delivery order will have a secret clearance. The DD form 254 in the Basic applies.

7.0 Place of Performance.

The contractor shall accomplish the work described above at the Naval Undersea Warfare Center Division Newport Facilities.

The following SOW describes the work required to install and test a high Speed Network Equipment of the Desktop at NUWCDIVNPT, Building 11 which is the purpose for the funding provided under modification N00178-04-D-4115-0002-06:

NAVAL UNDERSEA WARFARE CENTER

NUWCNET MAINTENANCE AND SUPPORT

N66604-4216-23X5-005

1.0 Background

The Naval Undersea Warfare Center Division Newport (NUWCDIVNPT) is actively engaged in research and development associated with all phases of Naval systems at the Newport, Rhode Island facility. To provide maximum utilization of the available resources and to enhance the capability of this R&D site, NUWCDIVNPT has provided a communications network (NUWCNET), both intra- and inter-site, to facilitate bi-directional data exchange, access to computational resources, and provide full Telephone capabilities. There is a continuing requirement to assist the government in maintaining and upgrading existing systems in order that high quality communications are available to support the NUWC operations.

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2.0 Scope

It is the intent of this delivery order to obtain the support required to install, and test a High Speed Network Equipment to the Desktop in Building 11 at NUWCDIVNPT.

3.0 Task One, Install Network Equipment and cabling.

The contractor shall install and test all equipment to be installed at NUWCDIVNPT. The contractor shall remove the old equipment and provide an inventory list of that equipment. The contractor shall install HSDT equipment (including cable, jacks, frames, and blocks) previously procured by the Govt, and provide the resources to support NUWC personnel in the acceptance testing of the High Speed Network to the Desktop.

3.1 Deliverable.

The contractor shall provide AutoCAD drawings of the High Speed Network to the Desktop configuration and cabling systems as changes occur, in accordance with CDRL A005

4.0 Progress Reports

The contractor shall provide Monthly Progress reports detailing the technical and financial status, in accordance with Clause HC16S.

5.0 Documentation

The Government shall make available to the contractor the documentation unique to the system being maintained, i.e., system diagrams, design criteria, as built drawings, etc. Common commercial documentation shall be the responsibility of the contractor.

6.0 Security Clearance

Personnel assigned to the tasks of this delivery order will have a secret clearance. The DD form 254 in the Basic applies.

7.0 Place of Performance.

The contractor shall accomplish the work described above at the Naval Undersea Warfare Center Division Newport Facilities.

The following SOW describes the work required to install and test a high Speed Network Equipment of the Desktop at NUWCDIVNPT, Building 104 which is the purpose for the funding provided under modification N00178-04-D-4115-0002-06:

NAVAL UNDERSEA WARFARE CENTER

NUWCNET MAINTENANCE AND SUPPORT

N66604-5222-01X2

1.0 Background

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The Naval Undersea Warfare Center Division Newport (NUWCDIVNPT) is actively engaged in research and development associated with all phases of Naval systems at the Newport, Rhode Island facility. To provide maximum utilization of the available resources and to enhance the capability of this R&D site, NUWCDIVNPT has provided a communications network (NUWCNET), both intra- and inter-site, to facilitate bi-directional data exchange, access to computational resources, and provide full Telephone capabilities. There is a continuing requirement to assist the government in maintaining and upgrading existing systems in order that high quality communications are available to support the NUWC operations.

2.0 Scope

It is the intent of this delivery order to obtain the support required to install, and test a High Speed Network Equipment to the Desktop in Building 104 at NUWCDIVNPT.

3.0 Task One, Install Network Equipment and cabling.

The contractor shall install and test all equipment to be installed at NUWCDIVNPT. The contractor shall remove the old equipment and provide an inventory list of that equipment. The contractor shall install HSDT equipment (including cable, jacks, frames, and blocks) previously procured by the Govt, and provide the resources to support NUWC personnel in the acceptance testing of the High Speed Network to the Desktop.

3.1 Deliverable.

The contractor shall provide AutoCAD drawings of the High Speed Network to the Desktop configuration and cabling systems as changes occur, in accordance with CDRL A005

4.0 Progress Reports

The contractor shall provide Monthly Progress reports detailing the technical and financial status, in accordance with Clause HC16S.

5.0 Documentation

The Government shall make available to the contractor the documentation unique to the system being maintained, i.e., system diagrams, design criteria, as built drawings, etc. Common commercial documentation shall be the responsibility of the contractor.

6.0 Security Clearance

Personnel assigned to the tasks of this delivery order will have a secret clearance. The DD form 254 in the Basic applies.

7.0 Place of Performance.

The contractor shall accomplish the work described above at the Naval Undersea Warfare Center Division Newport Facilities.

C16S COST AND PERFORMANCE REPORTING (MAY 2005)

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

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

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

(1) Format. Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCraft). Paper submittal of the data is permitted for the first 60 days of performance. Address paper submittals to the Task Order Manager identified in the task order.

(2) Scope and Content.

(i) The Contractor shall identify costs to the individual SLIN if applicable. If pricing is not established at the SLIN level, report to the CLIN.

(ii) The Contractor shall report individual cost elements comprising the total cost of performance for the current cost reporting period.

(3) Submission and Approval.

(i) Submit report at least once per month beginning 30 days after task order award. Approval will be indicated by e-mail notification from eCraft.

(ii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWC DIVNPT Code 591 .

(c) The Contractor's Performance Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas. References to costs are meant to be at a summary level. Preparation instructions follow.

(1) Format. Pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. Report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is encouraged.

(2) Content.

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

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

(iii) Report any significant changes to the contractor's organization or methods of operation, to the project management network, or to the milestone chart.

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

(v) Report all trips and significant results.

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

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

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

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

(3) Submission and Approval.

(i) Submission. Submit report monthly beginning 30 days after task order award.

(ii) Distribution. Provide one original copy to the Task Order Manager. Additional copies shall be provided to:

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

(iv) Approval. DD Form 250 is not required. Approval will be indicated via letter of transmittal.

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

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 (APR 2008)

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

<http://www.opm.gov/forms/index.asp>

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

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

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

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Occupational Safety and Health Information for Contractors" prior to commencing performance at any NUWCDIVNPT site. This document is available at:

<http://www.nuwc.navy.mil/npt/Visit/visit.htm>

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental

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Policy” prior to commencing performance at any NUWC DIVNPT site. This document is available at

<http://www.nuwc.navy.mil/npt/Visit/visit.htm>

(d) The contractor shall ensure that each contractor employee who is resident at any NUWC DIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWC DIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at

<http://www.nuwc.navy.mil/npt/Visit/visit.htm>

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

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SECTION D PACKAGING AND MARKING

D10S MARKING OF REPORTS (JUN 2004)

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 Name and Business Address

Contract Number and Task Order Number

Task Order dollar amount

Whether the task order was competitively or non-competitively awarded

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

D11S PRESERVATION, PACKAGING, PACKING AND MARKING (JUN 2004)

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)

MARK FOR:

Name W. Cote Code 542 Telephone No. 401-832-4048

D20S DELIVERY OF DATA (JUN 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) 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)

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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

E14S INSPECTION AND ACCEPTANCE OF SERVICES (JUN 2004)

The Task Order Manager evidenced by a signed Certificate of Final Acceptance (COFA) memorandum, shall perform inspection and acceptance of the services being furnished. The COFA shall be signed only by the Task Order Manager designated in clause HG17S.

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SECTION F DELIVERABLES OR PERFORMANCE

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

F30S PLACE OF PERFORMANCE (JUN 2004)

(a) Work will be performed at the Contractor's facility or other locations, as required by the statement of work. The Statement of Work included with this order specifies those locations.

FD1S PERIOD OF PERFORMANCE

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

0001AA, 0001AB, 0001AC, 0001AD, 0001AE, 0001AF, 0001AG, 0001AH, 0001AJ 1/21/2005 - 9/30/2005

0001BA, 0001BB, 0001BC, 0001BD, 0001BE, 0001BF, 0001BG, 0001BH 10/1/2005 - 7/31/2006

1300/3300 8/1/2006 - 8/19/2007

1400/3400 8/20/2007 - 11/14/2008

1500/3500 RESERVED

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SECTION G CONTRACT ADMINISTRATION DATA

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.

G2S INVOICE INSTRUCTIONS (NAVSEA) (AUG 2007)

(a) In accordance with the clause of this contract entitled “ELECTRONIC SUBMISSION OF PAYMENT REQUESTS” (DFARS 252.232-7003), the Naval Undersea Warfare Center Division, Newport, Rhode Island (NUWC DIVNPT) 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 Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are “Getting Started for Vendors” and “WAWF Vendor Guide”.

(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 (*contracting officer check all that apply*)

Invoice (FFP Supply & Service)

Invoice and Receiving Report Combo (FFP Supply)

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

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

Issue DODAAC	<u>N66604</u>
Admin DODAAC	<u>S0701A</u>
Pay Office DODAAC	<u>HQ0337</u>
Inspector DODAAC	<u>LEAVE BLANK</u>
Service Acceptor DODAAC	<u>N66604</u>
Service Approver DODAAC	<u>N66604</u>
Ship To DODAAC	<u>N66604</u>
DCAA Auditor DODAAC	<u>HAA661</u>
LPO DODAAC	<u>LEAVE BLANK</u>
Inspection Location	<u>N66604</u>
Acceptance Location	<u>N66604</u>

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

(e) 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.

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Send Additional Email Notification To: catherine.sloan@navy.mil

(f) 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.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NUWC DIVNPT WAWF point of contact, Jerry Palmer at 401-832-1645 or gerard.palmer@navy.mil (alternate: Catharine Costakos at 401-832-1488, catharine.costakos@navy.mil), or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil

GI0S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (AUG 2005)

(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 Task Order Ordering Officer of this Task Order is a warranted Ordering Officer of the Naval Undersea Warfare Center Division Newport. Unless otherwise noted, all references to "Ordering Officer" or "OO" in the text of this task order and the basic contract refer to the Task Order Ordering Officer. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Task Order Ordering Officer at any time.

(b) Authority: The Task Order Ordering 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 Task Order Ordering 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 Task Order Ordering Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

(c) The Task Order Ordering Officer is:

Name: Elizabeth A. Alexander

Telephone: Commercial: 401-832-3230; DSN: 432-3230

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

Email: elizabeth.alexander@navy.mil

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(MAY 2006)

(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 ORDERING OFFICER RETAINED FUNCTIONS. The Task Order Ordering Officer retains the administrative functions described in FAR 42.302(a) and listed below. These functions will be accomplished as set forth in the attached JA4S Task Order Administration Plan.

(3) Conduct post-award orientation conferences.

(40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical

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performance in the areas of design, development, and production.

(44) Perform engineering analyses of contractor cost proposals.

(45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.

(46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.

(47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

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

(1) All other functions of FAR 42.302(a) except (3), (22), (25), (29), (40), (44), (45), (46), (47), (51), (59), (62), (63), (64), and (70).

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

(d) 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.

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G17S TOM APPOINTMENT (AUG 2005)

(a) The Task Order Ordering Officer hereby appoints the following individual as the Task Order Manager (TOM) for this task order:

Name: Catherine Sloan, Code:1142

Mailing Address: Naval Undersea Warfare Center Division, Newport,1176 Howell Street

Building: 112T Newport, RI 02841-1708

Telephone: Commercial: (401) 832-5334; DSN: 432-5334

(b) The TOM is responsible for those specific functions assigned in the Task Order Administration Plan, attached.

(c) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. 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 Task Order Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, or basic contract PCO has issued a formal modification.

Accounting Data		
SLINID	PR Number	Amount

0001AA		25000.00
LLA :		
NA		
MOD 2		
0001AA		5000.00
LLA :		
NA		
MOD 3		
0001AA		(30000.00)
LLA :		
NA		
0001AB		25000.00
LLA :		
A1		
0001AC		5000.00
LLA :		
A2		
0001AD		6500.00
LLA :		
A3		
MOD 4		
0001AE		140122.00

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MOD 19

130008 4062.00

LLA :

C4

Standard Number:

330004 2217.75

LLA :

C4

Standard Number:

MOD 20

130009 2510.00

LLA :

C5

Standard Number:

330005 524.26

LLA :

C5

Standard Number:

MOD 21

130010 28595.00

LLA :

C6

Standard Number:

330006 14813.50

LLA :

C6

Standard Number:

MOD 22

130008 19428.00

LLA :

C4

Standard Number:

330004 4008.25

LLA :

C4

Standard Number:

MOD 24

130006 78000.00

LLA :

C3

Standard Number:

MOD 25

130011 74964.00

LLA :

C7

Standard Number:

TEAM Task No:

CPP ID:

140001 189400.00

LLA :

C7

Standard Number:

TEAM Task No:

CPP ID:

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MOD 29

140009 14640.00

LLA :

D1

Standard Number:

140010 23040.00

LLA :

C4

Standard Number:

140011 28800.00

LLA :

C4

Standard Number:

340006 10285.00

LLA :

D1

Standard Number:

340007 6255.00

LLA :

C4

Standard Number:

340008 11080.00

LLA :

C4

Standard Number:

MOD 31

140012 197000.00

LLA :

D4

Standard Number:

MOD 32

340009 6000.00

LLA :

D4

Standard Number:

MOD 33

140013 85000.00

LLA :

D4

Standard Number:

340010 11000.00

LLA :

C9

Standard Number:

MOD 34

140012 (50938.43)

LLA :

D4

Standard Number:

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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.

H23S YEAR 2000 WARRANTY – INFORMATION TECHNOLOGY (JUN 2004)

- (a) The Contractor warrants that all information technology (IT) (as defined at FAR 2.101), whether commercial or noncommercial, delivered under this task order that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the task order specifications and applicable documentation. If the task order requires that specific deliverables operate together as a system, this warranty shall apply to those deliverables as a system.
- (b) "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the task order.
- (c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this warranty. Any applicable commercial warranty shall be incorporated into this task order by attachment.
- (d) Notwithstanding any provision to the contrary in other warranty requirement(s) of this task order, or in the absence of any such warranty requirement(s), the remedies available to the Government under this warranty shall include those provided in the Inspection clause(s) of this task order. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this task order.
- (e) Unless specified elsewhere in the task order, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.
- (f) This warranty shall expire on 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this task order (including any option exercised hereunder), whichever is later.

H31S INCREMENTAL FUNDING - ADDITIONAL FUNDS (JAN 2008)

Additional funds are hereby provided for continued performance. The total funding obligated for performance is therefore decreased from \$2,278,651.79 by (\$50,938.43) \$2,227,713.36. The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this order.

NUWC Accrual Date: November 14, 2008

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H40S KEY PERSONNEL REQUIREMENTS (JUN 2004)

- (a) Certain skilled experienced professional and/or technical personnel are essential for successful performance of the work required under this task order. These are defined as "Key Personnel" and are those persons whose names were submitted as such for proposal evaluation purposes.
- (b) The Contractor agrees that such Key Personnel shall not be removed from the task order effort, replaced, or added to the task order without a compelling reason (e.g. death of present key personnel, personnel leaving company employ, unavailability due to excessive, or unanticipated demand made by the Government on this task order), and without compliance with paragraphs (c) and (d) hereof. The Government will not approve substitutions for the sole convenience of the Contractor.
- (c) If any changes (substitutions or additions) to the list of authorized key personnel become necessary, the Contractor shall immediately notify the Contracting Officer and propose personnel of at least substantially equal ability and qualifications as the individuals currently approved for that labor category.
- (d) Requests for approval of changes hereunder shall be written and shall provide a detailed explanation of the circumstances necessitating the proposed change. The Contracting Officer will evaluate such requests and promptly notify the Contractor in writing of the approval or disapproval of the request. The request shall also contain, for each individual:
- (1) The current actual hourly rate, with appropriate burden indicated separately;
 - (2) A resume in the same detail as the original proposal; and
 - (3) Any other information requested by the Contracting Officer in order to reach a decision.
- (e) If the Contractor uses any personnel under Key Personnel categories in performing the effort who are not currently authorized, the Contractor shall bear total risk if any individual is subsequently disapproved by the Contracting Officer.

H71S CONTROL OF TECHNICAL DATA (JUN 2004)

- (a) 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 Contracting Officer.
- (b) All copies of CDRL items under this task order, regardless of distribution, shall be marked on the report cover with the following information:
- (1) Naval Undersea Warfare Center Division, Newport
 - (2) Contract, Order, and ELIN Numbers
 - (3) Report Title
 - (4) Date of Report
 - (5) Contractor (division which generated the report)
- (c) Release of all technical data is subject to NUWC DIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).

H81S TRAVEL COSTS AND RESPONSIBILITIES (JUL 2008)

- (a) Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is

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required, the Contractor shall be responsible for making all needed arrangements for its personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR subpart 31.2 or 31.3 as applicable.

There may be situations where contractor employees and government employees travel together in government vehicles, or in vehicles rented by the government under the terms of the U.S. Car Rental Agreement (currently available at http://www.defensetravel.dod.mil/Docs/CarRentalAgreement_050508.pdf) the government has with various rental car companies. In such situations, contractor employees may only be passengers (not drivers) in such vehicles. If a contractor employee is a passenger in a government vehicle or a vehicle rented by the government, it would be on a "no additional cost to the government" basis. If a contractor employee is a passenger in a government vehicle, the contractor shall indemnify and hold the government harmless from all liability resulting from personal injury or death or damage to property which may occur as a result of such joint travel. When a contractor is a passenger in a vehicle rented by the government, liability would be limited to the terms set out in the U.S. Car Rental Agreement in effect at the time of any incident.

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (DEC 2006)

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

Wage Determination #: 2005-2467 Revision: 05 Area: 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 (these answers are applicable to this solicitation):

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? NO
Example: 1994-2104; or 1994-2114.

The site will provide the appropriate WD.

H101S PERFORMANCE BASED CONTRACTING FIXED FEE REDUCTION (AUG 2004)

The Government shall reduce the fixed fee percentage of the corresponding contract line item when services are not performed up satisfactory standards. If performance under the task order over the course of an evaluation period is evaluated by the Government as "Unsatisfactory" the fee percentage established in Section B, shall be reduced by 25.00%. Two consecutive evaluation periods of "Unsatisfactory" performance shall result in an additional 25.00% reduction for a total of a 50.00% fee percentage reduction and may also result in government resoliciting the requirement. The specifics and application of the Fixed Reduction Incentive are located in the task order "Incentive Plan," Attachment #4 which should be read in conjunction with the Statement of Work, (Section C), and the Process Management Metrics, Measurements and Targets, Attachment 5.

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SECTION I CONTRACT CLAUSES

52.222-41 Service Contract Act of 1965, as Amended (Jul 2005)

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SECTION J LIST OF ATTACHMENTS

Exhibit "A" DD Form 1423

Attachment 1 DD Form 254, Contract Security Classification Specification, Revision 1, dated March 10, 2006

Attachment 2 Task Order Administration Plan

Attachment 3 SF98A Notice of Intention to make a Service Contract and Response to Notice

Attachment 4 Task Order Incentive Plan

Attachment 5 Process Management Metrics, Measurements and Targets