

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 34	3. EFFECTIVE DATE 15-Jan-2009	4. REQUISITION/PURCHASE REQ. NO. N66604-09-MR-56157	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
 brian.l.toth@navy.mil 401-832-7524

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-N403
	10B. DATED (SEE ITEM 13) 11-Jan-2006
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.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.249-14 "Excusable Delays", FAR 52.232-22 "Limitation of Funds (APR 1984)"
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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
<i>(Signature of person authorized to sign)</i>		BY <i>(Signature of Contracting Officer)</i>	

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GENERAL INFORMATION

Block 1 of the modification cover page "1. Contract ID Code" should be designated as "U" (Cost Plus Fixed Fee) vice "J" (Firm Fixed Price). The existing Block 1 is not an editable field and automatically defaults to "J".

Payment Office: "DFAS - HQ0337"

Distribution: KR, 0221, 3422/W.Petruff, 3414/K.Thompson, 3402/K.Buda, CLO/S.Gempp

FSC Code: R706

NUWCDIVNPT Control Number: 091472

NUWCDIVNPT Requisition Number(s): N66604-8359-1509, N66604-8359-15010, N66604-8359-15013, N66604-8359-1514, N66604-8359-1518, & N66604-8359-1520.

NUWCDIVNPT POC: Brian L. Toth (See Block 6 of the Task Order cover page for e-mail address and telephone number.)

Mod # 34- The purpose of this modification is to:

- 1) Revise Clause B30S
- 2) Revise Clause B42S
- 3) Shift ceiling from CLINS 4200/6100 (Option 4, OPN)* to CLINS 1203/3400 (Option 3, OPN)
- 4) Extend the period of performance for Option 3 (CLINS 1203 & 3400)
- 5) Add Funding

*Note: CLINs 4200/6100 have not yet been exercised.

Authority: FAR 52.249-14 "Excusable Delays", FAR 52.232-22 "Limitation of Funds (APR 1984)", FAR 43.103(a) "Administrative"

Modification Type: Bilateral

SECTION B-

1) Shift ceiling from CLIN 4200 (Option 4, Labor, OPN) to CLIN 1203 (Option 3, Labor, OPN) as follows:

TO #:	N00178-04-D-4115		N403	34
CLIN:	4200	FROM	BY	TO
	Cost	\$ 844,183	\$(844,183)	\$0
	Fee	\$ 30,452	\$(30,452)	\$0
	Total	\$ 874,635	\$(874,635)	\$0
	Hours	4,192	(4,192)	0
TO #:	N00178-04-D-4115 4115		N403	34
CLIN:	1203	FROM	BY	TO
	Cost	\$ 256,270	\$ 844,183	\$1,100,453
	Fee	\$ 9,245	\$ 30,452	\$ 39,697
	Total	\$ 265,515	\$ 874,635	\$1,140,150
	Hours	13,125	4,192	17,317

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2) Shift ceiling from CLIN 6100(Option 4, ODC's, OPN) to CLIN 3400 (Option 3, ODC's, OPN) as follows:

TO #:	N00178-04-D-4115	N403	34	
CLIN	6100	FROM	BY	TO
	cost	\$ 10,126	\$ (10,126)	\$0
TO #:	N00178-04-D-4115 D-4115	N403	34	
CLIN	3400	FROM	BY	TO
	cost	\$ 3,074	\$ 10,126	\$ 13,200

3) Revise Clause B30S to reflect the shift of hours from Option 4 to Option 3.

4) Revise Clause B42S

5) Establish new SLINs as follows: 120302, 120303, 120304, 120305, 120306, & 340002.

SECTION F- Revise Clause F1S to reflect an extension to Option #3 (CLINS 1203/3400). The period of performance end date is revised from 2009-SEP-30 to 2010-JAN-10.

SECTION G- Add Accounting and Appropriation Data. LLA's J4/120302, J5/340002, J6/120303, J7/120304, J8/120305, & J9/120306 are added by this modification.

SECTION H - Change Clause H31S to reflect additional funds.

As a result of this modification, the total Task order ceiling has increased from \$3,602,694.00 by \$884,761.00 to \$4,487,455.00.

The total funding amount for the task order has increased from \$3,052,616.03 by \$140,000.00 to \$3,192,616.03.

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:

1000 Services in support of the Communications, Imaging and Electronic Warfare Sensors Department

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
1200	Base (OPN)			\$942,948.00
120001	Funding A1 (OPN)			
120002	Funding A2 (OPN)			
120003	Funding A3 (OPN)			
120004	Funding A4 (OPN)			
120005	Funding A6 (OPN)			
120006	Funding A7 (OPN)			
120007	Funding A8 (OPN)			
120008	Funding A9 (OPN)			
120009	Funding B1 (OPN)			
120010	Funding B2 (OPN)			
120011	Funding B3 (OPN)			
120012	Funding B4 (OPN)			
120013	Funding B5 (OPN)			
120014	Funding B6 (OPN)			
120015	Funding B7 (OPN)			
120016	Funding B8 (OPN)			
120017	Funding B9 (OPN)			
120018	Funding C1 (OPN)			
120019	Funding C3 (OPN)			
120020	Funding C2 (OPN)			
120021	Funding C4 (OPN)			
120022	Funding C5 (OPN)			

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120023 Funding C6 (OPN)

120024 Funding C7 (OPN)

120025 Funding C8 (OPN)

120026 Funding C9 (OPN)

120027 Funding D1 (OPN)

120028 Funding D2 (OPN)

1201 Option 1 (OPN) \$1,232,165.00

120101 Funding D3 (OPN)

120102 Funding D4 (OPN)

120103 Funding D5 (OPN)

120104 Funding D6 (OPN)

120105 Funding D7 (OPN)

120106 Funding D8 (OPN)

120107 Funding D9 (OPN)

120108 Funding E1 (OPN)

120109 Funding E2 (OPN)

120110 Funding E3 (OPN)

120111 Funding E4 (OPN)

120112 Funding E5 (OPN)

120113 Funding E6 (OPN)

120114 Funding E7 (OPN)

120115 Funding E8 (OPN)

120116 Funding F1 (OPN)

120117 Funding F2 (OPN)

120118 Funding F3 (OPN)

120119 Funding F4 (OPN)

120120 Funding F5 (OPN)

120121 Funding F6 (OPN)

120122 Funding F7 (OPN)

120123 Funding F8 (OPN)

120124 Funding F9 (OPN)

120125 Funding G1 (OPN)

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120126 Funding G2 (OPN)

120127 Funding G3 (OPN)

120128 Funding G4 (OPN)

120129 Funding G5 (OPN)

120130 Funding G6 (OPN)

1202 Option 2 (OPN) \$1,119,392.00

120201 Funding G7 (OPN)

120202 Funding G8 (OPN)

120203 Funding G9 (OPN)

120204 Funding H1 (OPN)

120205 H2 \$75,000.00
(OPN)

120206 G9 \$25,000.00
(OPN)

120207 G5 \$30,000.00
(OPN)

120208 H4 \$13,800.00
(OPN)

120209 H5 \$100,000.00
(OPN)

120210 H6 \$20,000.00
(OPN)

120211 H7 \$100,000.00
(OPN)

120212 H8 \$20,800.00
(OPN)

120213 G9 \$45,000.00
(OPN)

120214 H9 \$120,000.00
(OPN)

120215 G8 \$25,000.00
(OPN)

120216 G8 \$70,000.00
(OPN)

120217 J1 \$50,000.00
(OPN)

120218 H4 \$20,000.00
(OPN)

120219 J2 \$45,000.00
(OPN)

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1203 Option 3 (OPN) \$1,140,150.00

120301 J3 \$26,000.00
(OPN)

120302 J4 \$94,000.00
(OPN)

120303 J6 \$20,000.00
(OPN)

120304 J7 \$6,000.00
(OPN)

120305 J8 \$7,000.00
(OPN)

120306 J9 \$7,000.00
(OPN)

For ODC Items:

Item	Supplies/Services	Qty

3000	Materials and Travel with applicable burdens excluding fee	
	\$0.00	
3100	Base (OPN)	
310001	Funding A3 (OPN)	
310002	Funding A5 (OPN)	
310003	Funding B2 (OPN)	
310004	Funding A4 (OPN)	
310005	Funding D4 (OPN)	
3200	Option 1 (OPN)	
320001	Funding D4 (OPN)	
320002	Funding D5 (OPN)	
320003	Funding E9 (OPN)	
3300	Option 2 (OPN)	
330001	Funding G7 (OPN)	
330002	Funding G8 (OPN)	
330003	G5 \$2,000.00 (OPN)	
330004	H3 \$3,000.00 (OPN)	

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330005 J1 \$2,000.00
(OPN)

330006 G8 \$2,000.00
(OPN)

3400 Option 3 (OPN)

340001 J3 \$1,000.00
(OPN)

340002 J5 \$6,000.00
(OPN)

For Cost Type Items:

4000 Services in
support of the
Communications,
Imaging and
Electronic
Warfare Sensors
Department

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4200	Option 4 (OPN) Option			\$0.00
4201	Option 5 (OPN) Option			\$1,175,097.00

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
6000	Materials and travel with applicable burdens excluding fee	\$0.00
6100	Option 4 (OPN) Option	
6200	Option 5 (OPN) Option	

B30S LEVEL OF EFFORT - TERM (APR 2005)

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

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ITEM	MHRS
Base Year	
OPN	15,759
Option 1	
OPN	20,241
Option 2	
OPN	18,000
Option 3	
OPN	17,317
Option 4	
OPN	Reserved
Option 5	
OPN	18,000

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 (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:

(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 task order, the Contractor shall submit the following information in writing directly to the Task Order Ordering Officer, the TOM and the Defense Contract Audit Agency office to which vouchers are submitted.

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

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(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.	Line Item	Exercise Date
1	1201, 3200	By Jan 11, 2007
2	1202, 3300	By Jan 11, 2008
3	1203, 3400	By Jan 11, 2009
4	4200, 6100	Reserved
5	4201, 6200	By Jan 11, 2010

B43S OPTIONS AND BASIC AWARD TERM (JAN 05)

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

B51S PAYMENT OF FIXED FEE - TERM (NOV 2005)

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

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK FOR TASK ORDER - OPN FUNDS

ENGINEERING, TECHNICAL AND PROGRAMMATIC SERVICES FOR COMMS, IMAGING & EW SENSORS DEPARTMENT

1.0 INTRODUCTION

The Naval Undersea Warfare Center Division Newport (NUWC DIVNPT) Communications, Imaging and Electronic Warfare (EW) Sensors Department (Code 34) is tasked by the Naval Sea Systems Command (NAVSEA), Space and Naval Warfare Systems Command (SPAWAR), and other Government activities to perform a wide range of engineering and technical/program management functions in support of Submarine Antennas, Periscopes, Electronic Warfare, Submarine and Satellite Communications, Electro-Optics, Imaging, and Electromagnetic Compatibility, and to manage the Submarine Communications Technology Program, Periscopes Program, Submarine Antenna Program, Extremely Low Frequency (ELF) Communication Program and other programs. Code 34 is responsible for the comprehensive Technical, Financial, and Program Management of major Submarine Communications and Imaging and Electronic Warfare (I&EW) programs for NUWC DIVNPT executed under the guidance of the Undersea Warfare (USW) Command and Control Systems Product Area Director (PAD).

2.0 SCOPE

The contractor shall provide engineering, technical, and program management services in support of the Comms, Imaging and EW Sensors Department (Code 34). The services necessary include: (a) Provide top-level Department business and financial management, (b) Develop and provide training products and services in support of programs assigned to Code 34 (c) Develop and administer standardized Department business processes (d) Provide support in the development of acquisition strategies, review/development of risk reduction strategies, (e) Develop, upgrade, integrate, test, and provide support for software products and software components of Code 34 supported systems, (f) Develop and provide documentation, test plans, test reports, and other related documentation in support of programs assigned to Code 34.

3.0 APPLICABLE DOCUMENTS

3.1 NUWC-NPT Administrative Publication 11,255 "Publications & Presentations Guide"

3.2 NUWC DIVNPT Financial Reference Guide for Principal Investigators, September 2001

3.3 NUWC DIVNPT INST 5450.4A NUWC DIVNPT Organization Manual

3.4 MIL-PRF-29612B Performance Specification Training Data Products

4.0 REQUIREMENTS

4.1 PROGRAM MANAGEMENT

4.1.1 The contractor shall provide coordination and collection of risk information to support risk assessment and monitoring activity to support PEO-SUB (TEAM SUB) meetings and reviews.

4.1.2 The contractor shall provide support for internal and external meetings as related to the Comms, Imaging and EW Sensors Department. Contractor support shall include meeting attendance and the development of meeting agendas, minutes, action items, and presentation materials.

4.1.3 The contractor shall provide business and financial management oversight and assistance for the resolution of programmatic issues impacting the Comms, Imaging and EW Sensors Department. The contractor shall review and

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analyze programs in terms of current needs, schedules, and execution plans to ensure that development and operations of these programs are not adversely affected by program execution deficiencies or shortfalls. In the area of business and financial management, the contractor shall be responsible for the oversight of: program budget planning and allocation status, the review of projected budgets as compared to actual budget performance, project obligation/expenditure tracking, analysis of program execution plans, preparation and analysis of program costs, reconciliation of financial records, and analysis of Cost/Schedule Control Systems criteria and financial performance of field activities. The contractor shall interface with resource sponsor on development of Program Objective Memorandum ("POM"), and Program Review ("PR") program planning.

4.1.4 The contractor shall review the processes for tracking and maintaining financial and technical information using programs and applications such as the Standard Accounting Reporting System (STARS), Task Execution and Management Model (TEAM), and the Customer Notebook database. The contractor shall develop Individual Task Planning Sheet (ITPS) task submissions to support Sponsor requirements. This information includes Work Requests (WRs), Request for Contractual Procurements (RCPs), Military Interdepartmental Purchase Requests (MIPRs), Contracts and other relevant financial information.

4.1.5 The contractor shall develop/revise Code 34 Technical Project Manager (TPM) briefs, including graphics support.

4.1.6 The contractor shall develop and maintain Code 34 web-pages and databases, as required such as the Code 34 action tracking system.

4.1.7 Using GFI provided, the contractor shall organize existing information, interview cognizant NUWCDIVNPT personnel and produce documentation in the form of draft and final reports, plans, procedural policy, point papers, presentation material, and brochures.

4.1.8 Performance Standards – Analysis, evaluation, documentation and investigative reports and research follow current DOD policy and/or industry standards as noted in paragraphs 3.1, 3.2, 3.3 and 3.4; reflect accurate program information and are delivered in a timely manner.

4.1.9 The contractor shall prepare and deliver program documentation support for all of the above in paragraph 4.2 in accordance with CDRL A002.

4.2 TRAINING PRODUCTS & SERVICES

4.2.1 The contractor shall develop training products for Code 34 initiatives in the areas of Communications, Imaging & Electronic Warfare (I&EW), Electromagnetic Compatibility (EMC), and I&EW Sensors. These products shall include training needs analyses, training plans, training support materials (paper-based and electronic), training curriculum (paper-based and electronic), and training effectiveness analyses. The contractor shall also be tasked to conduct crew briefings and installation training.

4.2.2 Performance Standards – Analysis, evaluation, documentation and investigative reports and research follow current DOD policy and/or industry standards as noted in paragraphs 3.1, 3.3, 3.4; reflect accurate program information and are delivered in a timely manner.

4.2.3 The contractor shall prepare and deliver plans, reports, and training products in accordance with CDRLs A003, A004, and A005.

4.3 BUSINESS PROCESSES AND PROCEDURES

4.3.1 The contractor shall prepare administrative Concept of Operations (CONOPs)/office procedure plans.

4.3.2 The contractor shall organize existing information, interview cognizant NUWCDIVNPT personnel and produce documentation in the form of draft and final reports, plans, papers, and presentations summarizing support efforts.

4.3.3 Performance Standards – Analysis, evaluation, documentation and investigative reports and research follow current DOD policy and/or industry standards as noted in paragraphs 3.1, 3.2, 3.3; reflect accurate program information and are delivered in a timely manner.

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4.3.4 The contractor shall prepare and deliver reports in accordance with CDRL A006.

4.4 ACQUISITION PROGRAM STRATEGY DEVELOPMENT AND TECHNICAL PROGRAM SUPPORT

4.4.1 The contractor shall provide technical and management support for the development and refinement of acquisition strategies, alternative approaches/development of acquisition/program documentation for programs assigned to Code 34. Analyses shall include alternative approaches, assessment of program business and technical risks, and development of risk reduction strategies and development and periodic update of roadmaps/Master Plans for programs assigned to Code 34.

4.4.2 Performance Standards - Documents are complete and relatively free of errors requiring correction after Government review. Narrative presentations are clear and concise. Any analysis done is technically accurate in accordance with paragraphs 3.1, 3.2 and 3.3.

4.4.3 The contractor shall prepare and deliver reports, written assessments, white papers, and briefing materials on delivered products and services, in accordance with CDRLs A007 and A008.

4.5 SOFTWARE PRODUCT MAINTENANCE AND SUPPORT

4.5.1 The contractor shall provide software products support either on-site or at the contractor's facility for Code 34 initiatives and programs. This support shall include implementation, testing, integration and documentation of software products and components to support Code 34 initiatives and programs. The contractor shall use industry's best practices and procedures in use by Code 34 and/or the contractor. The contractor shall deliver all source code and documentation for all software developed for Code 34. The contractor shall also provide investigation and analysis of any commercial products that Code 34 is considering using in their initiatives and programs.

4.5.2 Performance Standards – Analysis, evaluation, documentation and investigative reports and research follow current DOD policy and/or industry standards as noted in paragraph 3.1; reflect accurate program information and are delivered in a timely manner

4.5.3 The contractor shall deliver electronic documentation products in accordance with CDRLs A009 and A010.

4.6 DOCUMENTATION PRODUCTS AND SERVICES

4.6.1 The contractor shall develop technical and tactical documentation products for Code 34 initiatives in the areas of Communications, I&EW, EMC, and I&EW Sensors. These products shall include requirements specifications, implementation plans, test procedures, test reports, reference guides, operational procedures, user manuals (paper-based and electronic), technical manuals (paper-based and electronic), and maintenance procedures. The contractor may also be tasked conduct crew briefings and installation training.

4.6.2 The contractor shall develop and refine key program documentation as related to the Comms, Imaging and EW Sensors Department. Key program documentation includes, but is not limited to: Test and Evaluation Master Plans (TEMPs), Operational Requirements Documents (ORDs), Mission Need Statements (MNSs), Analyses of Alternatives (AOAs), Acquisition Program Baselines (APBs), Project Summary Documents, Integrated Program Summaries, Five Year Plans, Project schedules, Engineering Management Plans, Standard Operating Procedures (SOPs), Risk Analysis/Risk Reduction reports, technical articles, reports, white papers, briefs, presentations, and manuals.

4.6.3 Performance Standards - Documents are complete and relatively free of errors requiring correction after Government review. Narrative presentations are clear and concise. Any analysis done is technically accurate in accordance with paragraphs 3.1, 3.2 and 3.3.

4.6.4 The contractor shall prepare and deliver technical reports in accordance with CDRLs A007 and A011.

5.0 PROGRESS REPORTS

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The contractor shall deliver monthly cost and performance reports in accordance with the basic contract Clause C16 COST AND PERFORMANCE REPORTING (OCT 2000).

6.0 TRIP REPORTS AND TRAVEL

The contractor shall participate in meetings, conferences, and working groups for Code 34. Travel is anticipated to support this tasking and to participate in conferences/meetings/working groups. A trip report for all authorized travel under this task order shall be produced and delivered in accordance with Engineering and Technical Services Accomplishment Report (CDRL A012).

7.0 LOCATION

This work shall be performed at the contractor's facilities, Government facilities in Newport, RI, or at locations as directed by the Task Order Manager.

8.0 GOVERNMENT FURNISHED INFORMATION

The following GFI will be provided upon contract award:

1. Technology Council working papers
2. Technical Warrant Holder pyramid schemes
3. Executive Staff Documentation
4. NUWC Division Newport Vu-graphs
5. Executive Staff working papers
6. Presentation/Briefing Material
7. NUWCDIVNPT applications and databases
8. Department Budget and Financial Data
9. NAVSEA/DoD Data
10. Programmatic Engineering/Integration Material/Test Reports
11. TPM working papers
12. Program Requirements Documentation
13. Project-specific information

9.0 SECURITY

The level of clearance required to perform the tasks specified herein can be as high as SECRET.

10.0 QUALITY SURVEILLANCE & PERFORMANCE STANDARDS

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

Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost.

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Technical quality will be evaluated against the performance standards defined in applicable documents provided as GFI and specific standards identified in task paragraphs. Responsiveness will be evaluated based upon the government's experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to the negotiated costs.

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SECTION D PACKAGING AND MARKING

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 Code Telephone No.

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 NUWC DIVNPT 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.

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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 (OCT 2004)

The Task Order Manager (TOM) identified in Section G is the only person empowered to inspect and accept the completed task order. Upon completion of all work and final submission of all data items, the contractor's Senior Technical Representative shall prepare and sign a Certificate of Final Acceptance (COFA) memorandum, and submit it to the TOM for signature. The contractor shall include the fully signed COFA with its final invoice.

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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

F1S PERIOD OF PERFORMANCE

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

Line Item	Period of Performance
1200, 3100	1/11/06 - 1/10/07
1201, 3200	1/11/07 - 1/10/08
1202, 3300	1/11/08 - 1/10/09
1203, 3400	1/11/09 - 1/10/10
4200, 6100	Reserved
4201, 6200	1/11/10 - 1/10/11

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 will be performed at the Contractor's facility or other locations, as required by the statement of work.

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SECTION G CONTRACT ADMINISTRATION DATA

G1S SUBMISSION OF INVOICES -- COST REIMBURSEMENT

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and four (4) copies, to the contract auditor at Cognizant DCAA, unless waived by DCAA. If Electronic Cost Reporting and Financial Tracking (eCraft) is applicable to this contract, provide duplicate information to eCraft.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this task order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

(1) Contract line item number (CLIN)

(2) Subline item number (SLIN)

(3) Accounting Classification Reference Number (ACRN)

(4) Payment terms

(5) Procuring activity

(6) Date supplies provided or services performed

(7) Costs incurred and allowable under the task order

(8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report", is not required.

(f) A Certificate of Performance is required unless Electronic Cost Reporting and Financial Tracking (eCraft) is applicable to this task order.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this task order. The Government may indicate final acceptance on DD Form 250 or by other appropriate means such as a Certificate of Final Acceptance.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, costs will be allocated on a first-in first-out basis. For example, invoice ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc.

G2 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,

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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)
- 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*)

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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>See Section F</u>
DCAA Auditor DODAAC	<u>HAA661</u>
LPO DODAAC	<u>LEAVE BLANK</u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</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.

Send Additional Email Notification To:

henryAE@npt.nuwc.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-

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866 number or the NUWCDIVNPT WAWF point of contact , Jerry Palmer at 401-832-1645 or palmerge@navy.mil (alternate: Catharine Costakos at 401-832-1488, costakoscm@npt.nuwc.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 (SEP 2004)

(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: alexanderea@npt.nuwc.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 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.

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(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.

G17S TOM APPOINTMENT (APR 2005)

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

Name: Ms. Kimberly Thompson

Code: 3414

Mailing Address: Naval Undersea Warfare Center Division, Newport, 1176 Howell Street, Building: 1319 Room: 118 , Newport, RI 02841

Telephone: Commercial: (401)-832-5707; DSN 432-5707

(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, PCO or ACO has issued a formal modification.

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Accounting Data		
SLINID	PR Number	Amount

120001		30000.00
LLA :		
A1		
Standard Number:		
MOD 2		
120002		100000.00
LLA :		
A2		
Standard Number:		
120003		100000.00
LLA :		
A3		
Standard Number:		
310001		3000.00
LLA :		
A3		
Standard Number:	0042060	
MOD 3		
120004		15000.00
LLA :		
A4		
Standard Number:		
120005		100000.00
LLA :		
A6		
Standard Number:		
310002		4000.00
LLA :		
A5		
Standard Number:		
MOD 4		
120006		10000.00
LLA :		
A7		
Standard Number:		
120007		60000.00
LLA :		
A8		
Standard Number:		
120008		35000.00
LLA :		
A9		
Standard Number:		

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MOD 7

120012 10360.00

LLA :
B4
Standard Number:

120020 1398.00

LLA :
C2
Standard Number:

120022 10000.00

LLA :
C5
Standard Number:

120023 1363.00

LLA :
C6
Standard Number:

120024 50000.00

LLA :
C7
Standard Number:
Reference:

120025 3616.00

LLA :
C8
Standard Number:

120026 70000.00

LLA :
C9
Standard Number:

120027 20000.00

LLA :
D1
Standard Number:

310004 2000.00

LLA :
A4
Standard Number:

MOD 8

120028 117000.00

LLA :
D2
Standard Number:
Reference:

MOD 9

120101 25000.00

LLA :
D3
Standard Number:

320001 2000.00

LLA :
D4
Standard Number:

MOD 10

120102 50000.00

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LLA :
D4
Standard Number:

MOD 11

120103 103000.00

LLA :
D5
Standard Number:

310005 2000.00

LLA :
D4 9
Standard Number:

320001 (2000.00)

LLA :
D4
Standard Number:

320002 5000.00

LLA :
D5
Standard Number:

MOD 12

120104 43900.00

LLA :
D6
Standard Number:

120105 57029.00

LLA :
D7 9
Standard Number:

MOD 13

120106 3000.00

LLA :
D8
Standard Number:

120107 60000.00

LLA :
D9
Standard Number:

120108 15000.00

LLA :
E1
Standard Number:

120109 15000.00

LLA :
E2
Standard Number:

120110 15000.00

LLA :
E3
Standard Number:

MOD 14

120111 90813.00

LLA :
E4
Standard Number:

120112 12950.00

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F6

Standard Number:

120122 146825.00

LLA :

F7

Standard Number:

120123 10544.00

LLA :

F8

Standard Number:

MOD 17

120003 (25604.87)

LLA :

A3

Standard Number:

120013 (8386.10)

LLA :

B5

Standard Number:

120024 (45800.00)

LLA :

C7

Standard Number:

Reference:

MOD 18

120124 8500.00

LLA :

F9

Standard Number:

120125 70000.00

LLA :

G1

Standard Number:

Reference:

MOD 19

120126 9095.00

LLA :

G2

Standard Number:

120127 20000.00

LLA :

G3

Standard Number:

Reference:

MOD 20

120128 14000.00

LLA :

G4

Standard Number:

MOD 21

120127 45419.00

LLA :

G3

Standard Number:

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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 one year 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.

(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 participation, and describing the safeguards which will be established to ensure the contractor's objectivity for this task order. Within 15 days of receiving the notification, the 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.

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* 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.

(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.

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.

H31S INCREMENTAL FUNDING - ADDITIONAL FUNDS (JAN 2008)

Additional funds are hereby provided for continued performance. The total funding obligated for the entire task order is increased from \$3,052,616.03 by \$140,000.00 to \$3,192,616.03. 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: SEP 30, 2009

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H38S TECHNICAL DIRECTION LETTERS (JUN 2004)

(a) The Government may issue Technical Direction Letters (TDLs) when necessary to provide clarification or details of specific tasks set forth in the Statement of Work (SOW). TDLs are normally originated by the Task Order Manager (TOM) and may be based on technical discussions with the Contractor. The Contractor shall not act on such discussions until receiving direction from the Task Order Ordering Officer.

(b) TDLs shall be written, except that the Task Order Ordering Officer may issue TDLs orally with written confirmation provided within five working days. TDLs shall include at least the following data:

(1) Contract number, task order number, and TDL number,

(2) Effective date (if different than the letter date),

(3) Technical Directions or clarifications, and

(4) Specific reference to relevant SOW paragraphs.

(c) A TDL is effective only after it is signed by the Task Order Ordering Officer and delivered, mailed, or electronically transmitted to a Contractor representative. TDLs may be revised by subsequent TDLs.

(d) Limitations. A TDL is not a modification; it does not change the task order terms or the SOW. It obligates no additional funds. If the Contractor believes that a TDL constitutes a change, the Contractor shall not perform the effected portion of the work; and shall contact the Task Order Ordering Officer immediately for further clarification and direction.

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: See attachment.

(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 NUWC DIVNPT 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.

H81S TRAVEL COSTS AND RESPONSIBILITIES

(a) Performance under this task order may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his 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

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of the task order in accordance with FAR subpart 31.2 or 31.3 as applicable.

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (MAR 2005)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided below (identified to the current Revision available as of the issue date of this solicitation):

WAGE DETERMINATION: #05-2467 (Rev.-5) as of 08/21/2007 AREA: Rhode Island Statewide

The above Wage Determinations (WD) can be accessed from the following website:

<http://www.wdol.gov/>

Choose "Selecting WDs" from the menu. After choosing the appropriate area, answer the "prompts" as follows (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?
Example: 1994-2104; or 1994-2114

"No"

The site will provide the appropriate WD.

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SECTION I CONTRACT CLAUSES

52.222-41 Service Contract Act (1965)

52.222-49 SERVICE CONTRACT ACT--PLACE OF PERFORMANCE (MAY 1989)

para.(a) fill-in:

fill-in: by

52.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (DEC 2000)

122-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

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

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

Employee Class Monetary Wage - Fringe Benefits

SEE CLAUSE H83S for guidance.

52.222-41 Service Contract Act (1965)

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SECTION J LIST OF ATTACHMENTS

Task Order Administration Plan

Exhibit A, Contract Data Requirements List

Government Property Made Available

Contract Security Classification Specification

Contract Security Classification Specification Revision 2