

**DELIVERY ORDER**

**DRAFT**

1. CONTRACT NO. N00178-04-D-4115	2. DELIVERY ORDER NO. N41505	3. EFFECTIVE DATE ORIG 10/01/2006 MOD 07/31/2008	4. PURCHASE REQUEST NO. N66604-08-MR-68420
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5. ISSUED BY CODE N66604  NUWC, NEWPORT DIVISION Simonpietri Drive, Building 11 Newport RI 02841-1706 cheryl.hale@navy.mil 401-832-2874	6. ADMINISTERED BY CODE S0701A  DCMA HARTFORD 130 DARLIN STREET EAST HARTFORD CT 06108-3234
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7. CONTRACTOR CODE 1PSA3  Rite-Solutions, Inc. 110 West Broad St. Pawcatuck CT 06379-1060	FACILITY	8. DELIVERY DATE See Section F
		9. CLOSING DATE/TIME  (hours local time – Block 5 issuing office)
		SET ASIDE TYPE
		10. MAIL INVOICES TO See Section G

11. SHIP TO  See Section D	12. PAYMENT WILL BE MADE BY CODE HQ0337  DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266
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13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

Rite-Solutions, Inc.

NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA See Section G
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15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
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See the Following Pages

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA  By: Diane C. Christensen  10/18/2007 CONTRACTING/ORDERING OFFICER	22. TOTAL  \$1,575,990.00
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SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

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## GENERAL INFORMATION

Distribution: KR, 0221, 1501/L. Peretz, 119CLO/H. Marsocci

NUWCDIVNPT Control Number: 084694

NUWCDIVNPT Requisition Number: N66604-6271-1286-990

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

The purpose of this modification is to incorporate a revised DD254 Contract Security Classification Specification and revise Section C, Paragraph 9.0.

Authority: FAR 52.204-2 "Security Requirements (APR 1984)", FAR 43.103(a) "Administrative"

Modification Type: Bilateral

SECTION C - Revise Section C, Paragraph 9.0.

SECTION J - List of Attachments is modified to remove the existing Attachment #4 and replace it with the attached DD254, Contract Security Classification Specification, Revision 2, dated 7/11/08.

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

Engineering Services specifically related to Systems Engineering for Developmental Programs and Systems Engineering and Life Cycle support for In Service programs assigned under NUWC Code 15 (Sensor and Sonar System Department) cognizance.

Item	Qty	Unit Est. Cost	Fixed Fee	CPFF
-----				
1400	14910.0	LH		\$759,517.00
		Base Period (SCN)		
140001		funding A1		
140002		funding A2		
140003		funding A3		
140004		Funding A4		
140005		Funding A5		
140006		Funding A6		
1401	14910.0	LH		\$781,273.00
		Option 1 (SCN)		
140101		Funding A7		
140102		Funding A8		
1402	6960.0	LH		\$403,829.00
		Option 2 (SCN)		
		Option		

For ODC Items:

Item	Qty	Unit Est. Cost
-----		
3000		
		Prime and Subcontractor Travel and Material with Applicable Burdens Excluding Fee
		\$0.00
3400		
		Base Period (SCN)

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3401 1.0 Lot

Option 1 (SCN)

340101 Funding A7

3402 1.0 Lot

Option 2 (SCN)  
Option

For Cost Type Items:

4000

Engineering Services specifically related to Systems Engineering for Developmental Programs and Systems Engineering and Life Cycle support for In Service programs assigned under NUWC Code 15 (Sensor and Sonar System Department) cognizance.

Item	Qty	Unit Est. Cost	Fixed Fee	CPFF
4400	6960.0 LH			\$409,630.00
	Option 3 (SCN) Option			
4401	14910.0 LH			\$830,326.00
	Option 4 (SCN) Option			
4402	14910.0 LH			\$851,544.00
	Option 5 (SCN) Option			

For ODC Items:

Item	Qty	Unit Est. Cost
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6000

Prime and Subcontractor Travel and Material with Applicable Burdens Excluding Fee

\$0.00

6400 1.0 Lot

Option 3 (SCN)  
Option

6401 1.0 Lot

Option 4 (SCN)  
Option

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6402 1.0 Lot

Option 5 (SCN)  
Option

B30S LEVEL OF EFFORT - TERM (NOV 2005)

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

SLIN	Funding	Base or Option #	POP	Hours Contractor Site	Hours Government Site	Travel
1400	SCN	Base	10/1/06-9/30/07	7455	4473	2982
1401	SCN	Option 1	10/1/07-9/30/08	7455	4473	2982
1402	SCN	Option 2	10/1/08-4/4/09	3480	2088	1392
4400	SCN	Option 3	4/5/09-9/30/09	3480	2088	1392
4401	SCN	Option 4	10/1/09-9/30/10	7455	4473	2982
4402	SCN	Option 5	10/1/10-9/30/11	7455	4473	2982

30% OF THE HOURS ARE EXPECTED TO BE PERFORMED AT NUWC DIVNPT, 50% OF THE HOURS AT THE CONTRACTOR'S FACILITY AND 20% OF THE HOURS ON TRAVEL

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

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

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

(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.

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(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;

(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.

**B36S OFFERS FOR LESS THAN THE TOTAL QUANTITY ARE UNACCEPTABLE (JUN 2004)**

Offers for less than the total quantity for all items specified are UNACCEPTABLE.

**B42S OPTIONS (JUN 2005)**

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

SLIN	Funding	Base or Option #	Exercise No Later Than
1401/3401	SCN	Option 1	12/30/2007
1402/3402	SCN	Option 2	12/30/2008
4400/6400	SCN	Option 3	7/30/2009
4401/6401	SCN	Option 4	12/30/2009
4402/6402	SCN	Option 5	12/30/2010

**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

### .PERFORMANCE WORK STATEMENT

#### SYSTEMS ENGINEERING, LABORATORY DEVELOPMENT AND MAINTENANCE, MODELING, AND PROGRAM MANAGEMENT SERVICES

##### 1.0 INTRODUCTION

The Sensor and Sonar Systems Department, Code 15 has been assigned and tasked as Technical Direction Agent (TDA) and In Service Engineering Agent (ISEA) with the responsibility to be an integral participant regarding the development of new systems and programs and on going life cycle support for the Navy's Undersea Warfare/Anti-Submarine Warfare (USW/ASW) systems deployed in Navy ships and submarines. Code 15 has also been designated as the technical manager for Advanced Technology Demonstration (ACTD) programs such as the SPARTAN Unmanned Surface Vehicle (USV), and other developmental programs and initiatives such as Littoral Combat Ship (LCS), Surveillance Systems, and Distributed Sensor Systems (DSS). These assignments and responsibilities position NUWC Code 15 as a major participant regarding the planning, development, testing, and eventual deployment of new and improved warfighting technologies in the area of sensor and sonar systems aboard associated platforms. The main theme of this requirement is related to Systems Engineering. Systems engineering is an overarching process that a program team applies to transition from a stated capability need to an operationally effective and suitable system. Systems engineering encompasses the application of systems engineering processes which are broad and varied and is intended to be the integrating mechanism for balanced solutions addressing capability needs, design considerations and constraints, as well as limitations imposed by technology, budget, and schedule. Systems engineering is an interdisciplinary approach and means for enabling the realization and deployment of successful systems. It focuses on defining customer needs and required functionality early in the development cycle, documenting requirements, then proceeding with design synthesis and system validation while considering the complete problem: operations, cost & schedule, performance, training & support, test, manufacturing and disposal (life cycle). Systems Engineering integrates all of the engineering disciplines and specialty groups into a unified, team effort, forming a structured development process that proceeds from concept to production to operation including system design, analysis & assessment, verification & validation and test & evaluation. Systems Engineering considers both business and technical needs with the goal of providing a quality product that meets the user needs.

##### 2.0 SCOPE - APPLICABLE PROGRAMS, SYSTEMS, AND PLATFORMS

This is a performance based requirement. Work under this requirement provides for Engineering Services specifically related to Systems Engineering for developmental programs and Systems Engineering and Life Cycle support for In Service programs assigned under NUWC Code 15 cognizance. Inherent to Systems Engineering for both developmental and in service programs and systems are Facilities Development and Maintenance, Modeling and Software Support, and Program Support. Work performed under this requirement will be accomplished consistent with current and anticipated future sponsor funded tasking assigned to NUWC Code 15 in connection with Surface Vessel and Submarine platforms; primarily in-water sensor programs and systems and associated interfacing subsystems and equipments. Work performed under this requirement primarily addresses engineering services required to accomplish a wide variety of tasks. In addition it also necessitates design, development and delivery of incidental hardware and software items from time to time such as racks, enclosures, interconnecting equipment, test fixtures, prototype hardware and software, consumable piece parts and miscellaneous items et al. Incidental hardware or assemblage of equipment shall be limited to developmental prototype designs suitable for test and evaluation purposes and shall be utilized or other wise installed and employed at the contractor's facility, appropriate lab spaces within NUWC, or shipboard as test requirements dictate. As this is the case, this requirement is not and should not be considered a 'systems acquisition' or 'hardware procurement' vehicle. Work shall be accomplished in accordance with various paragraphs as noted.

Conceptual or developmental programs and systems may include the following:

DDX – 21st Century Destroyer

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LCS – Littoral Combat Ship including SPARTAN

Surveillance Systems

DSS - Distributed Sensor Systems

DNS - Distributed Networked Systems

Surface Ship Platform Developmental Systems

Submarine Platform Developmental Systems

Ship Control/Ship Control Trainer Systems

In Service programs and systems may include the following:

Surface Ship Platform Sensor Systems e.g. AN/SQQ-89(V)

Submarine Platform Sensor Systems e.g. AN/BSY-1/2 and AN/BQQ-5/6

Ship Control/Ship Control Trainer Systems

### 3.0 APPLICABLE DOD/MIL STANDARD SPECIFICATION DOCUMENTS

Standards by which services are performed under this requirement include the latest version of the documents listed in the following sections. In those instances where applicable, the government prefers that equivalent substitutes from the contractor's established practices, procedures, and systems, or commercial equivalent standards, be used by the contractor in lieu of government directives.

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.

MIL-STD-498 Software Development and Documentation

MIL-STD-961C Outline of Forms and Instructions for the Preparation of Specifications and Other Associated Documents; Standard for Information Technology - Software Life Cycle Processes - Life Cycle Data

MIL-STD-973 Configuration Management

NUWC NPT Administrative Document 04000200-04,0-297 Software Development Engineering Process Document, 14 May 2002

MIL-STD-2167A Defense System Software Development 28 February 1988

DOD-D-1000B Military Specifications, Drawings, Engineering and Associated Lists, 28 October 1977

DOD 5000.1 The Defense Acquisition System, 12 May 2003

DOD 5000.2 Operation of the Defense Acquisition System, 12 May 2003

DOD-STD-480A Configuration and Control and Engineering Changes, Deviations, and Waivers

IEEE/EIA 12207 5 December 1994 Information Technology Software Life Cycle Processes

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MIL-STD-1399 Section 300A Change Notice 11 March 1992 Interface Standard for Shipboard Systems, Section 300A, Electric Power, Alternating Current

MIL-HDBK-2036 1 November 1999 Electronic Equipment Specifications, Preparation of

MIL-P-24534A Notice 1 21 March 1991 Military Specification Planned Maintenance System: Development of Maintenance Requirement Cards, Maintenance Index Pages, and Associated Documentation

DOD-HDBK-292-1 31 October 1986 Military Handbook Training Materials Development Pt 1 of 2

NAVSEA 0967-LP-011-0210 Rev 1 15 September 1982 Submarine Software Program Trouble Report Procedures / Instructions

EIA-649 1 February 1999 National Consensus Standard for Configuration Management

MIL-STD-100G NOT 1, 14 December 2001 Engineering Drawings (S/S BY ASME-Y14.100, ASME-Y14.24, ASME-Y14.35M, AND ASME-14.34M)

MIL-HDBK-1908B 16 August 1999 Definitions of Human Factors Terms

March 2000 Training/Interactive Electronic Technical Manual Interface Guide

21 July 1999 Guidance on Acquisition and Conversion of Logistics Technical Data To Digital Form

ANSI Z535.4 1991 Product Safety Signs and Labels

PMS 425 - CAP-005 27 October 1993 Configuration Audit Plan Procedures

ANSI Z535.1 1991 Safety Color Code

NUWC –NPT Technical Document 111, 174 Problem Assessment Board (PAB) Process Management Plan

MIL-PRF-87268A(1) 15 January 2001 Manual, Interactive Electronic Technical – General Content, Style, Format, and User-Interaction Requirements

#### 4.0 Task Description -

As a specific need is identified, a Technical Instruction/Technical Direction Letters (MAY 1993) (NAVSEA 5252.242-9115) may be issued to provide clarification or details of specific tasks set forth in the Statement of Work (SOW).

The contractor shall perform the following:

#### 4.7 Systems Engineering – In Service Programs

The contractor, in support of construction or conversion of vessels shall perform system engineering services to support system design alteration development, analysis & assessment, verification & validation, and test & evaluation, and installation for the programs and systems such as those listed in paragraph 3.0 and which are within the purview of the Sensor and Sonar Systems Department, Code 15. The contractor shall perform test and evaluation services for system and sensor upgrades, enhancement designs and development, integration, test, evaluation and installation. The contractor shall perform tests, collect test data, and maintain test logs per approved test plans and procedures provided as GFI. The contractor shall analyze test data to determine successful accomplishment of test objectives and systems acceptance. The contractor shall prepare test reports that contain pertinent data following each test including test background information, test techniques, test data, conclusions, and recommendations. Typical test events may include:

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Developmental testing	Qualification testing	Environmental testing
Certification testing	Interface testing	Integration testing
Interoperability testing	Endurance testing	Regression testing
Shipboard or site testing	Sea Trials	SHAREM and MIREM exercises
TECHEVAL	Other System or Fleet Operational Test and Evaluation Events.	

The contractor shall develop temporary alteration (TEMPALT) documentation to design, install, and test alterations. The contractor shall develop installation plans and schedules and perform equipment staging, installation, checkout, training, and testing in accordance with Event Schedules provided as GFI. The contractor shall function as a participating team member and plan, design, develop, test, integrate, and provide supporting technical documentation in accordance with best engineering practices and applicable design documents provided as GFI (reference Section 5.0 GFI) or as available commercially (best commercial standards).

Data Deliverables: Delivery schedules are indeterminate at this time but will be made known as work progresses. Technical reports to include plans, assessments, metrics, requirements documents, white papers, schedules, milestone charts, technical reports, logs, presentations, engineering change documentation, and supporting software documentation in accordance with Technical Reports – Study Services CDRL A001.

Other Deliverables: Delivery schedules are indeterminate at this time but will be made known as work progresses. The contractor shall deliver modified software, hardware, and incidental materials required to install and test equipment and systems. Typical Deliverables may include Engineering Change (EC) kits, wiring harnesses, cables and connectors, racks and mounts, foundations, and incidental consumable hardware items required for mounting, fastening, staging and shipping equipment. Hardware and software deliverables may be installed or otherwise utilized in lab spaces at contractor facilities or government furnished facilities or shipboard as events dictate.

Objective:	Government receives information, data, and materials from the contractor needed to implement and execute a repeatable development processes that enables development/alteration of engineering design recommendations, operationally effective systems and details an approach and means for enabling the realization and further enhancement of successful systems. Government receives successful installation of hardware in lab spaces and shipboard as required.
Performance Standard:	Achievement of viable and cohesive development plans, test plans, and installation plans containing as a minimum technical approach, schedules, expected objectives, results, and recommendations. Successful demonstration of operational and system test events in lab or shipboard environments. Successful demonstration of computer programs and software in lab or shipboard environments. Provide technically accurate and insightful hardware and software analysis and recommendations. Analysis includes adequate depth and breadth and clearly defines issues. Conclusions are sound, clear and actionable. Provide timely analysis and documentation deliveries.
Surveillance:	Government review of studies, white papers, briefings, proposals, instructions. Frequent and routine program/project review meetings and visits to contractor facilities. Witness of installations in lab spaces or shipboard environments.

#### 4.8 Periodic Progress Reports

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

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## 5.0 GOVERNMENT FURNISHED INFORMATION (GFI)

Versions of these types of documents are applicable to tasks depending on the systems involved.

White Papers

Performance Specifications

Technical Reports

Engineering Change Proposals (ECPs)

Software Requirements Specifications (SRSs)

Software Design Documents (SDDs)

Interface Requirements Documentation and Specifications

Program Specification and Requirements Documentation

System Performance Specifications

Simulation/Stimulation System Documentation

USW System/Software Problem Reports and supporting Data

Program Trouble Reports (PTRs)

Interactive Courseware (ICW)

Interactive Electronic Technical Manual (IETM) Documents

Temporary Engineering Changes (TEC's)

Engineering Changes (EC's)

Individual Ship Reported Problems

Test and Evaluation Master Plans (TEMP)

Sea Trial, Test and Event Schedules

Requirement Specifications, Drawings, and Design Source Data

Test Requirements

Test Plans and Procedures

Test Data

Fleet Requirements

Specification Documentation & Drawings

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Software and Hardware Simulation Models

New Requirements Specifications

Prototype Documentation Reports

System and Hardware Engineering Design Packages

Planned Upgrades

Technical Data Packages

Facility Designs, Drawings, Specifications

Engineering Change Packages

Facility Requirements Specifications

## 6.0 GOVERNMENT FURNISHED PROPERTY

### 6.1 GOVERNMENT FURNISHED FACILITIES (GFF)

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

#### LABORATORY/COMPUTER FACILITIES

1. Code 15 Land Based Integration Test Site (LBITS) and Sonar Development Evaluation Complex (SDEC) Facility - Located at NUWC DIVNPT, Building 1320, Newport, RI
2. Code 15 Computer Facilities and Servers - Located at NUWC DIVNPT, Buildings 1320, Newport, RI
3. Code 15 Configuration Technical Data Management Facility (CTDM) - Located at NUWC DIVNPT, Building 1320, Room 336, Newport, RI
4. Ocean Engineering Lab - Located at NUWC DIVNPT, Building 102, Room 114, Newport, RI
5. CASS and CDC Lab - Located at NUWC DIVNPT, Building 102, Room 108, Newport, RI.
6. EVA 1 Lab - Located at NUWC DIVNPT, Building 102, Room 104, Newport, RI.
7. SSAAC Lab - Located at NUWC DIVNPT, Building 102, Room 103, Newport, RI.
8. Sea Test Planning Lab - Located at NUWC DIVNPT, Building 102, Room 108, Newport, RI.
9. Display Lab, located in NUWC DIVNPT, Newport, RI.
10. Software Maintenance Library System, NUWC, Newport, RI.
11. Torpedo Defense Labs - Located at NUWC DIVNPT, Building 1320, 4th and Auxiliary Lab 1st floor, Newport, RI.
12. Active Classification Laboratory Computer Facilities - Located at NUWC DIVNPT, Newport, RI

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13. Production Software Support Lab (PSSL), Located at NUWCDIVNPT, Building 1320, 4th Floor and Building 102, Room 106, Newport, RI

14. SIMAS Lab – NUWCDIVNPT, Newport, RI

15. Naval Surface Warfare Center, VA and FL

16. Code 22 Combat Systems Technology Lab (CSTL) – Located at NUWCDIVNPT, Building 1320, Newport, RI

OFFICE FACILITIES (SPACE): LBITS Building 1320, Room 336, 2 work stations, 2 desks, 2 chairs, 2 computers, 2 phones.

#### 6.2 GOVERNMENT FURNISHED MATERIAL/EQUIPMENT (GFM/GFE)

GFE is for contractor use, not title, at either the government or contractor site and may have to be a shared resource. The GFP Certification lists all Equipment which the contractor has available to perform this work.

#### 7.0 PLACE OF PERFORMANCE

The place of performance will be predominantly at the contractor's facility and NUWCDIVNPT Newport, RI, at systems manufacturers' facilities, NAVSEA facilities in the Baltimore-Washington area, at other Navy Laboratory facilities, and onboard ships both dockside and at-sea. The contractor is required to travel to and perform at other sites during the performance of specified tasks. Typical sites include the following:

San Diego, CA	Charleston, SC
Norfolk, VA	Mayport, FL
Newport, RI	Jacksonville, FL
Syracuse, NY	Washington, DC
Oakland, NJ	Seattle, WA
Long Beach, CA	Pearl Harbor, HI
College Pt., NY	Moorestown, NJ
Alexandria, VA	Baltimore, MD
Sykesville, MD	Fleet Vessels at Sea & Dock-Side
Bath, ME	Pascagoula, MS
Dahlgren VA	Crane, IN
Bath, ME	Pascagoula, MS
Dahlgren VA	Crane, IN

#### 8.0 PERIOD OF PERFORMANCE

The period of performance shall be for a period of five years following award of task order.

#### 9.0 SECURITY CLEARANCE CLASSIFICATION

The majority of the work under this contract shall be considered unclassified, it is unknown at this time, the work that may be classified, Confidential or Secret since much of it is prototype development. Some of the work may be considered Sensitive with respect to GFI and Proprietary with respect to the contractors deliveries. Some of the GFF may require the contractor to have a security clearance up to SECRET.

Emergent efforts include the requirement to conduct system testing and/or system certification up to the

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level of Top Secret/Special Compartmented Information (TS/SCI). System testing conducted at the TS/SCI level will be done in existing, appropriately cleared TS/SCI facilities at NUWCDIVNPT or on board submarines. Efforts conducted at the TS/SCI level will be in support of programs and system listed in paragraph 3.0, specifically Submarine Platform Development Systems and Submarine Platform Sensor Systems. Contractors supporting efforts at the TS/SCI level will not be required to generate TS/SCI material.

#### 10.0 ENVIRONMENTAL IMPACT

The work performed and the type of systems identified in section 2.0 may involve the testing of Active Sonar and therefore there is ENVIRONMENTAL IMPACT.

If environmental impact were noted in the performance of any of the work in this SOW, then it becomes incumbent upon the Technical Point Of Contact (TPOC) and COR/TOM to be notified so that Environmental Control Points are made aware and regulations met. This only applies to waters where NEPA regulations are required. No work is allowed to be performed unless regulatory agencies have been notified along with the COR/TOM for this Order.

#### 11.0 OCCUPATIONAL SAFTY & HEALTH ADMINISTRATION (OSHA) REQUIREMENTS

There is no OSHA Requirements Training anticipated for the tasking under this SOW. It is not anticipated that full scale construction is to be performed at government sites. The contractor is to ensure that its' employees performing under this SOW have the proper training and/or certificates in order to satisfy OSHA Requirements.

#### 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 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 NUWCDIVNPT 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

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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.

(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.

C23S FACILITIES (SEP 2004)

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

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

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paragraph applies also to any additional facilities which may be necessary during contract performance.

#### C24S SECURITY REQUIREMENTS (OCT 2004)

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

#### C25S ACCESS TO GOVERNMENT SITE (JUN 2006)

(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 SECNAVINST 5510.30A, Section 7-6, FACILITY ACCESS DETERMINATION (FAD) PROGRAM is specifically required. Badges shall be issued only after completion of SF85P available at:

<http://www.dss.mil/epsq/patch.htm>

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, "Safety and Occupational Health Information for Contractors and Visitors" prior to commencing performance at any NUWCDIVNPT site. This document is available at [https://knowledgegenet.npt.nuwc.navy.mil/c55/552/safety\\_general/CONTpackagedtd%20\\_31Mar061.pdf](https://knowledgegenet.npt.nuwc.navy.mil/c55/552/safety_general/CONTpackagedtd%20_31Mar061.pdf)

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at <http://www.npt.nuwc.navy.mil/pao/envpolicy04.htm>.

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet.

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

#### C54S UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

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

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## SECTION D PACKAGING AND MARKING

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

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

Naval Undersea Warfare Center Division, Newport

Contract, Order, and ELIN Numbers

Report Title

Date of Report

Contractor Name (division which generated the report)

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

Contractor's Business Address

Task Order Dollar Amount

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

### D24S PROHIBITED PACKING MATERIALS (JUN 2004)

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

E14S INSPECTION AND ACCEPTANCE OF SERVICES (AUG 2005)

Inspection and acceptance shall be performed in accordance with the basic contract.

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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

SLIN	Funding	Base or Option #	PoP
1400/3400	SCN	Base	10/1/06-9/30/07
1401/3401	SCN	Option 1	10/1/07-9/30/08
1402/3402	SCN	Option 2	10/1/08-4/4/09
4400/6400	SCN	Option 3	4/5/09-9/30/09
4401/6401	SCN	Option 4	10/1/09-9/30/10
4402/6402	SCN	Option 5	10/1/10-9/30/11

### F18S DELIVERY AT DESTINATION (JUN 2004)

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

Supply Officer

Naval Undersea Warfare Center, Division Newport

Naval Station Newport, Bldg. 47

47 Chandler Street

Newport, RI 02841-1708

### F22S DELIVERY OF DATA (JUN 2004)

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

### F30S PLACE OF PERFORMANCE (APR 2005)

Work will be performed at the Government Site, Contractor's facility and on travel, as required by the statement of work.

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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.

### G10S 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 Alexander

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

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

Email: AlexanderEA@npt.nuwc.navy.mil

d) The Task Order Negotiator is:

Name: Brian O'Donnell

Telephone: Commercial: 401-832-7937; DSN: 432-7937

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

Email: OdonnellBW@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.

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(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.

(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 (AUG 2005)

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

Name: Lonny Peretz

Code: 1501

Mailing Address: Naval Undersea Warfare Center Division, Newport, 1176 Howell Street, Building 1320, Rm 430, Newport, RI 02841

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Telephone: (401) 832-8511

Fax: (401) 832-7470

Email: PeretzLL@npt.nuwc.navy.mil

(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
-----		
140001		10000.00
LLA :		
A1		
Standard Number:		
140002		10000.00
LLA :		
A2		
Standard Number:		
MOD 1		
140003		40000.00
LLA :		
A3		
Standard Number:		
MOD 2		
140004		1754.00
LLA :		
A4		
Standard Number:		
140005		30943.00
LLA :		
A5		
Standard Number:		
140006		1875.00
LLA :		
A6		
Standard Number:		
MOD 3		
140101		12635.00
LLA :		
A7		
Standard Number:		
140102		25000.00
LLA :		
A8		
Standard Number:		

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340101

1900.00

LLA :

A7

Standard Number:

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H10S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-1

(a) In accordance with FAR 9.505-1; whereas this task order provides for systems engineering and technical direction (SETD), the Contractor agrees not to be a supplier to the Department of Defense, a subcontract supplier, or a consultant to a supplier of any system or subsystems for which the SETD functions are performed hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems or their subsystems extends for a period of three years after the term of this contract.

(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, in writing, to the Task Order Ordering Officer, a certification 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.

### 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 3 years after the term of this task order.

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

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

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

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

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

#### H14S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-4

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

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

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

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

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

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

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

#### 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 (APR 2005)

Additional funds are hereby provided for continued performance. The total funding obligated for performance is therefore increased for Option 1 is increased from \$.00 by \$39,535.00 to \$39,535.00. The total funding obligated for the entire task order is increased from \$94,572.00 by \$39,535.00 to \$134,107.00.

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: October 9, 2007.

#### H38S TECHNICAL INSTRUCTIONS (FEB 2006)

(a) A Technical Instruction (TI) is written guidance or specific direction to the contractor within the scope of the task order Statement of Work (SOW).

(b) When necessary, the Government will issue Technical Instructions (TI's) to provide clarification or details of specific tasks set forth in the task order Statement of Work (SOW). However, TI's may not be used to:

- (1) assign work not covered by the scope of the task order (it is not a modification to the task order),
- (2) direct a change as defined in the contract clause entitled "Changes",
- (3) increase or decrease the task order's estimated cost, its fixed fee or award fee, its total level of effort, or the time required for contract performance; or
- (4) change any of the terms, conditions or specifications of the basic contract or task order.

(c) Normally, the Task Order Manager (TOM) will issue the TI, although it may be issued by the Task Order Ordering/Contracting Officer. The TI may be based on technical discussions with the Contractor. However, the TOM can only perform one of the following functions: (1) initiate the requirement for the task order, (2) place TI's, or (3) perform receipt, inspection, and acceptance of the services. If circumstances preclude an individual TOM from performing a single function, then, at a minimum, the individual TOM responsible for placing the TI shall not perform receipt, inspection, and acceptance.

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(d) In an urgent situation, if funding is already available (see paragraph (f)), the TOM may provide oral direction to the contractor, but any oral direction must be formalized in writing within 5 working days. A TI is effective only after it is signed by the TOM and delivered, mailed, or electronically transmitted to a contractor representative. Subsequent TIs may revise the original TI. The contractor shall not initiate work unless the work has been defined by a TI.

(e) As a minimum, TI's shall include the following data:

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

(2) Effective date (if different from date of the TI),

(3) Technical directions or clarifications, stated in a clear and unambiguous fashion

(4) Specific reference to relevant SOW paragraphs, deliverables, quantities, due date, SLINs, color of funding, government cost estimate, and total labor hours to be expended.

(f) Regardless of whether the TI is first transmitted orally or in writing, no cost will be incurred unless appropriate funding is available on this task order.

(g) If the Contractor believes that a TI constitutes a change, the Contractor shall not perform the affected portion of the work; and shall contact the TOM immediately for further clarification and direction.

(h) In the event that an issue cannot be resolved between the contractor and the TOM, the Contractor shall contact the Task Order Ordering/Contracting Officer for clarification and direction.

(i) As required by Clause H.11, CONTRACTOR WEBPAGE, of the basic contract, the contractor shall post TI's electronically on its webpage.

#### H52S PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT (MAY 2006)

None of the services required by this task order shall be subcontracted to or performed by persons other than the contractor or the contractor's employees without the prior written approval of the Procuring Contracting Officer.

#### 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: .

(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 (MAY 2006)

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

#### H83S SERVICE CONTRACT ACT WAGE DETERMINATION (SEP 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: RI, STATEWIDE

Wage Determination #: 05-3027 (Rev.-2) as pf 06/05/2007 Area: CT, Fairfield, New Haven

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.

#### H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

[100% Small Business Set-Aside]

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## SECTION I CONTRACT CLAUSES

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (AUG 1999)

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

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (SEP 2000)

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

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

52.222-41 Service Contract Act (1965)

I22-42 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.

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## **SECTION J LIST OF ATTACHMENTS**

Contract Data Requirements List (CDRL)

Task Order Administration Plan (TAP)

GFI/GFP

Contract Security Classification Specification DD254 Revision 2