

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE U		PAGE OF PAGES 1 2		
2. AMENDMENT/MODIFICATION NO. BW		3. EFFECTIVE DATE 04-Sep-2018		4. REQUISITION/PURCHASE REQ. NO. 1300736809		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 1176 Howell Street, Building 1258 Newport RI 02841-1708				DCMA HARTFORD 130 DARLIN STREET EAST HARTFORD CT 06108-3234		SCD: C	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Rite-Solutions, Inc. 185 South Broad Street, Ste 303 Pawcatuck CT 06379		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4115-N420	
10B. DATED (SEE ITEM 13) 14-Mar-2011		[X]	
CAGE CODE	1PSA3	FACILITY CODE	

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)

SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[ ]	
[ ]	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).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) BILATERAL: FAR 52.232-22 'Limitation of Funds' FAR 43.103(a) 'Mutual Agreement'

E. IMPORTANT: Contractor [ ] is not, [ X ] 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) Linda M. Lavoie, Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR /s/Linda M. Lavoie (Signature of person authorized to sign)	15C. DATE SIGNED 04-Sep-2018	16B. UNITED STATES OF AMERICA BY <u>-</u> (Signature of Contracting Officer)	16C. DATE SIGNED 05-Sep-2018

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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## **GENERAL INFORMATION**

**Distribution:**

**Control #:** 183737

**NUWCDIVNPT Requisition #:** 1300736809 and N66604-00955148-975

**NUWCDIVNPT POC:** Danielle Hamilton (see cover page for e-mail address and telephone number)

**The purpose of this modification is to:**

### **SECTION B –**

### **SECTION F –**

1. Revise HQ F-1-0003 to reflect the PoP of 1/11/18 – 10/31/18.

### **SECTION G –**

1. LLA MV/7921BV is added by this modification.

### **SECTION H –**

1. Revise Clause 5252.232-9104, ‘Allotment of Funds (JAN 2008)’ paragraph (c) to include 7921BV.

**All other Task Order terms and conditions remain unchanged.**

**The conformed Task Order is contained in EDA and the SeaPort-e Portal.**

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SOME PAGES WERE INTENTIONALLY DELETED THROUGHOUT THIS MOD.

**In the event of any inconsistency between the above table and the CLIN pricing, the CLIN pricing shall take precedence.**

**HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA)  
(MAY 2010)**

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

**HQ B-2-0020 TRAVEL COSTS – ALTERNATE I (NAVSEA) (DEC 2005)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

**B43S OPTIONS AND BASIC AWARD TERM (JAN 2005)**

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

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

#### ENGINEERING, TECHNICAL, AND PROGRAMMATIC SERVICES FOR UNDERSEA WARFARE (USW) ELECTROMAGNETICS SYSTEMS DEPARTMENT

##### 1.0 INTRODUCTION

The Naval Undersea Warfare Center Division Newport (NUWCDIVNPT Code 34) is tasked by the Naval Sea Systems Command (NAVSEA), Space and Naval Warfare Systems Command (SPAWAR), Office of Naval Intelligence (ONI), the Naval Security Group, and other Government activities to perform a wide range of engineering and technical program management functions in support of submarine Imaging, Electronic Warfare, Antennas, and Communication systems. Responsibilities involve Code 34's systems program management including acquisition program management, in service technical management, financial/budgetary planning and execution, and internal processes and procedures required to carry out these assignments.

##### 2.0 SCOPE

The contractor shall provide services to support Code 34 in its activities to respond to and execute engineering, technical, and program management tasking assignments. Support services shall include:

- Identifying and documenting technology insertion challenges.
- Supporting the development of acquisition program strategies, program management, and development of schedules.
- Supporting the development of Code 34 internal business process and procedures implementation.
- Support Code 34 in efforts to coordinate assigned foreign military programs.
- Supporting systems engineering and application.
- Supporting the development of system/process analysis and program plans and schedules.

Services performed under this task order fit under the following paragraphs within the SEAPORT e statement of work. Paragraphs 3.1, 3.2, 3.3, 3.5, 3.7, 3.10, 3.14, 3.16, 3.18, 3.19, 3.20, and 3.21.

##### 3.0 APPLICABLE DOCUMENTS

- 3.1 NUWC-NPT Administrative Publication 11,255 "Publications & Presentations Guide"
- 3.2 NUWCDIVNPT Financial Reference Guide for Principal Investigators, April 2009
- 3.3 NUWCDIVNPTINST 5450.4E NUWCDIVNPT Organization Manual
- 3.4 MIL-PRF-29612B Performance Specification Training Data Products

##### 4.0 REQUIREMENTS

##### 4.1 TECHNOLOGY INSERTION SUPPORT

4.1.1 The contractor shall attend forums (including recording minutes and team participation) and Code 34 Technology Council meetings to evaluate and identify critical technical challenges. The contractor shall provide recommendations that integrate concept development, technology insertion, and Navy experimentation processes to advance innovation into the fleet. This work includes the following:

4.1.2 Perform services to support planning and product(s) development.

4.1.3 Perform services to support identification of integration issues and propose resolutions.

4.1.4 Perform services to support documenting Code 34's role in the Navy's S&T plans.

4.1.5 Perform services to support identification of alternative engineering solutions along with associated

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cost and functionality trade-offs.

Deliverable Items:

- The contractor shall deliver record of meetings/minutes including results of meetings, summary of action items, and any recommendations to integrate concept development and schedule/status of any action items in accordance with CDRL A001.
- The contractor shall deliver technical reports containing technical recommendations regarding support planning, product development, any integration issues and proposed resolutions. The report shall also document code 34's role in the Navy's S&T plans, alternative engineering, and efforts regarding technology insertion in accordance with CDRL A002.

Performance Standard: Analysis, evaluation, and technical reports are error free and complete. All references and citations are identified. Proposed recommendations follow current DOD policy and/or industry standards and reflect accurate program information. Meeting minutes accurately reflect meeting actions and action item disposition. Schedules are accurate and current. All reports are delivered in a timely manner in accordance with individual CDRL requirements.

## 4.2 PROGRAM MANAGEMENT SUPPORT

4.2.1 The contractor shall provide program management support services which impact the execution of project requirements. This work includes the following:

4.2.2 Perform process analyses and develop improved processes and procedures for items such as point papers, summary analyses, brochures, presentation materials, cost analysis, schedules, requirements, and plans of action and milestones (POA&M). Documents may be developed from origin or provided as GFI.

4.2.3 Provide services to support coordination and collection of risk information. Identify program risk(s) and provide assessment including cause, effect, and recommended resolutions.

4.2.4 Monitor activity, attend meetings and collect and compile information to support PEO-SUB (TEAM SUB) meetings and reviews. Provide support for meetings to include meeting coordination, development of agendas, minutes, action items, and presentation materials.

4.2.5 Perform technical reviews and analyze program requirements, schedules, and execution plans provided as GFI to identify problem areas. Provide recommendations to resolve departmental business and financial program issues and to ensure that development and operation of these processes are not adversely affected by program execution deficiencies or shortfalls.

4.2.6 Provide technical input and support for program budget planning and allocation. Review and report on projected budgets as compared to actual budget performance and project obligation/expenditure tracking. Perform analysis of program execution plans provided as GFI and provide recommendations for improvements. Analyze and report on program costs, reconciliation of financial records, and financial performance of field activities.

4.2.7 Perform processes for collecting, tracking, inputting, and maintaining financial and technical information using standard automated Navy and NUWC tools such as ILSMIS, TEAM, and ERP. Tools will be made available concurrent with activated NMCI and NUWC Newportal accounts. Performing this task will require interface with resource sponsors as well as access to Program Objective Memorandums (POMs), and Program Review (PR) plans provided as GFI.

4.2.8 Develop and draft Work Requests (WRs), Military Interdepartmental Purchase Requests (MIPRs), and other relevant government execution documents. Develop Individual Task Planning Sheet (ITPS) task submissions which address Sponsor requirements.

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4.2.9 Prepare/revise Technical Project Manager (TPM) briefs, presentations, including illustrative graphics and charts.

4.2.10 Input data into and update the departmental master action item(s) tracking system provided as GFI.

4.2.11 Provide support for the developing and updating general program documentation such as 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. Where applicable, these documents will be provided as GFI.

#### Deliverable Items:

- The contractor shall deliver record of meetings/minutes including results of meetings, summary of action items, and any recommendations to integrate concept development and schedule/status of any action items in accordance with CDRL A001.
- The contractor shall deliver technical reports containing results of analysis and technical recommendations regarding process, procedure, documents improvements, and risk assessments. Reports shall identify any outstanding issues requiring resolution concerning budget planning and allocation and shall contain actual vs. projected budget expenditure tracking. Reports shall contain technical recommendations for program execution improvements and analysis of financial reconciliation and field activity performance in accordance with CDRL A002.
- The contractor shall deliver revisions to existing government documents provided as GFI in accordance with CDRL A003.
- The contractor shall deliver presentation material, presentation slides, and illustrations in accordance with CDRL A004.

Performance Standard: Analysis, evaluation, and technical reports are error free and complete. All references and citations are identified. Proposed recommendations follow current DOD policy and/or industry standards and reflect accurate program information. Meeting minutes accurately reflect meeting actions and results. Brochures, presentations, and illustrations are legible and accurate. Budget and financial tracking is current and consistent and data records are up to date. Action items are tracked from beginning to end. All reports are delivered in a timely manner in accordance with individual CDRL requirements.

### 4.3 BUSINESS PROCESSES AND PROCEDURES SUPPORT

4.3.1 The contractor shall provide support services for the development and refinement of Code 34 Departmental business processes, particularly in the area of financial practices for all projects. This includes the support of and participation in LEAN events and Enterprise Resource Planning (ERP) and other events involving Code 34 business processes and improvements. This work includes the following:

4.3.2 Recommend process improvements and identify where cost savings may be/have been realized.

4.3.3 Review and identify departmental business processes and procedures currently in place and assess and identify efficiency opportunities or additional potentially beneficial processes and procedures for development and implementation at Division, Branch, and TPM levels.

4.3.4 Provide recommendations to develop business processes and procedures for interface with Customer Advocates (CAs), TPMs, and line management.

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4.3.5 Prepare, update and maintain department briefs and presentations including department overviews and one-on-one presentations.

4.3.6 Update and maintain department Concept of Operations (CONOPs) provided as GFI.

Deliverable Items:

- The contractor shall deliver technical reports including recommendations for proposed business processes and procedures refinements and opportunities for efficiencies in accordance with CDRL A002.
- The contractor shall deliver revisions to existing government documents such as CONOPS provided as GFI in accordance with CDRL A003
- The contractor shall deliver presentation material, presentation slides, and illustrations in accordance with CDRL A004.

Performance Standard: Analysis, evaluations, reviews and recommendation are coherent and accurate. Existing government documents are edited and updated with clear traceability of changes. Presentation materials are clear and legible and conform to NUWC-NPT Administrative Publication 11,255 "Publications & Presentations Guide". Documentation and investigative reports follow current DOD policy and/or industry standards and reflect accurate program information. All items are delivered in a timely manner.

#### 4.4 PROGRAM DEVELOPMENT SUPPORT

4.4.1 The contractor shall perform services to support updating and maintaining the departmental strategic plan across all Code 34 programs. This work includes the following:

4.4.2 Analyze and make technical and scheduling recommendations to update and/or refine the department strategic plan(s) provided as GFI.

4.4.3 Utilizing current implementation methodologies provided as GFI, the contractor shall evaluate and recommend improvements to the strategic planning implementation.

4.4.4 Attend meetings such as Technology Council meetings held to devise, develop, or refine "roadmaps" for future business initiatives from development through implementation in order to collect and document information presented and decisions made by Government officials during the meeting.

4.4.5 Provide technical recommendations to support the development of acquisition program documentation such as Capability Development Documents, Independent Technology Readiness Assessments, Life Cycle Sustainment Plans, and Systems Engineering Plans. Perform analysis of alternatives (AoA), assessment and identification of program business and technical risks, and development of and recommendations for risk reduction strategies for roadmaps and plans provided as GFI.

Deliverable Items:

- The contractor shall deliver technical reports containing recommendations for methodologies and subsequent implementation for strategic plans developed by the Government. Reports shall also contain technical recommendations to support the development and refinement of program management strategies, AoA and risk management strategies, and systems modernization initiatives in accordance with CDRL A002.
- The contractor shall deliver draft revisions to existing government documents such as strategic plans, AoA, and roadmaps provided as GFI. in accordance with CDRL A003.
- The contractor shall deliver meeting minutes in accordance with CDRL A001.

Performance Standard: Analysis, evaluation, and recommendations are complete, coherent, effective, and accurate. Technical recommendations in support of strategic plans, roadmaps, risk

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identification/mitigation plans, and assessments are relevant and effective and follow current DOD policy and/or industry standards. All items are delivered error free and in a timely manner.

#### 4.5 SYSTEMS ENGINEERING SUPPORT

4.5.1 The contractor shall perform best practice Systems Engineering regarding development of requirements for systems to meet the current and future needs of the fleet. This work includes the following:

4.5.2 Perform systems level development engineering analysis. Review, analyze, and provide technical recommendations for specifications or other defining technical data associated with conceptual, notional, or existing systems and provided as GFI. Review plans, specifications and documents provided as GFI which relate to systems which are affected by block updates and system changes. Identify elements which emphasize systems engineering strengths and weaknesses and recommend potential improvements.

##### Deliverable Item:

The contractor shall prepare and deliver technical reports to containing engineering analysis results, impacts, concerns, and corrective or enhancement recommendations. Technical reports shall emphasize engineering strengths and/or weaknesses where applicable. Reports shall be in accordance with CDRL A002.

Performance Standard: Analysis results and recommendations are coherent and complete. Illustrations, diagrams, or other graphics are legible and concise. Recommendations are substantiated by citing engineering best practices (source and method). Reports identifying strengths and/or weaknesses address potential engineering applications and associated risks and benefits. All items are error free and timely.

#### 4.6 TRAINING/DOCUMENTATION PRODUCTS & SERVICES SUPPORT

4.6.1 The contractor shall perform services to develop, implement, and maintain an overarching Code 34 training management plan consistent with department CONOPS provided GFI. This work includes the following:

4.6.2 Develop a staffing plan to support and align with the departmental business forecasts.

4.6.3 Develop, update, and maintain training documents provided as GFI to include training needs analyses, training plans, training support materials, training curriculum, and training effectiveness metrics.

4.6.4 Conduct instructional briefings and training.

##### Deliverable Items:

- The contractor shall prepare and deliver training management plan including training plans, needs analyses and staffing plan(s) in accordance with CDRL A005.
- The contractor shall prepare and deliver technical reports containing recommendations for future training improvements in accordance with CDRL A002.

Performance Standard: Plans and reports are relevant and accurate and consistent with department CONOPS. Training documents and curriculums are in accordance with and comply with current industry guidelines and standards. All items are error free and a timely.

#### 5.0 PROGRESS REPORTS

The contractor shall deliver monthly cost and performance reports in accordance with Clause C16S COST AND PERFORMANCE REPORTING (MAR 2010).



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## 6.0 GOVERNMENT FURNISHED INFORMATION

The following GFI will be made available 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 (access)
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
14. Training requirements documentation
15. Department CONOPS

## 7.0 QUALITY SURVEILLANCE & PERFORMANCE STANDARDS

The government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of deliverables. Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the performance standards defined in applicable documents provided as GFI 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 negative impact.

### Clarifications on NMCARS 5237.102(90) - Contractor Manpower Reporting

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Undersea Warfare Center Division, Newport, RI (N66604) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil> . Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year.

Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

### 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

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actually expended in performance under the contract. This paragraph applies also to any additional facilities which may be necessary during contract performance.

#### **C24S SECURITY REQUIREMENTS (OCT 2004)**

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

#### **C25S ACCESS TO GOVERNMENT SITE (OCT 2009)**

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

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

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

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

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Occupational Safety and Health Information for Contractors" prior to commencing performance at any NUWCDIVNPT site. This document is available under "Contractor Info" at: <http://www.navsea.navy.mil/nuwc/newport/docs/Forms/AllItems.aspx>

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at: [http://www.navsea.navy.mil/nuwc/newport/docs/EMS\\_EnvPolicy1.pdf](http://www.navsea.navy.mil/nuwc/newport/docs/EMS_EnvPolicy1.pdf)

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at: [http://www.navsea.navy.mil/nuwc/newport/docs/External ISO14001\\_2009 Training.pdf](http://www.navsea.navy.mil/nuwc/newport/docs/External ISO14001_2009 Training.pdf)

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

#### **C26S INFORMATION ASSURANCE – UNCLASSIFIED DOD INFORMATION ON NON-DOD INFORMATION SYSTEMS (JUL 2010)**

a. The Contractor shall ensure that unclassified DoD information it receives or produces in support of DoD activities is protected according to the information safeguards described in Attachment 2 to

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Directive-Type Memorandum (DTM) 08.027 – Security of Unclassified DoD Information on Non-DoD Information Systems, which is available at the following web address:

<http://www.dtic.mil/whs/directives/corres/pdf/DTM-08-027.pdf>

- b. Upon request by the Government, the Contractor shall provide documentation demonstrating the safeguards the contractor has implemented to ensure the security of unclassified DoD Information.
- c. Contractor personnel that have not been briefed on Attachment 2 to Directive-Type memorandum (DTM) 08-027 – Security of Unclassified DoD Information on Non-DoD Information Systems shall be denied access contractor systems that contain unclassified DoD information.
- d. *Subcontracts.* If the Contractor issues any subcontracts in which the subcontractor will have access to unclassified DoD information, the Contractor shall include this clause.

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

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

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

- (a) The Government has determined that this procurement is an exception to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194).
- (b) Notwithstanding that an exception exists, the Contractor may furnish items or services provided under this order that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

#### **C60S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505 (MAR 2011)**

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(c) "Contractor" as used herein 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) "Government Representative" as used herein is any Government employee, either military or civilian, not directly involved in the effort to be performed under this task order.

(e) An actual or potential Organizational Conflicts of Interest exists in the following circumstances:

- (1) Systems Engineering and Technical Direction (SETD): In accordance with FAR 9.505-1; if

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this task order provides for 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.

(2) Specifications: In accordance with FAR 9.505-2(a); if this task order provides for the Contractor to prepare complete specifications covering non developmental items to be used in competitive acquisitions, 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 subsystem for which complete specifications were prepared hereunder.

(3) Statement of Work: In accordance with FAR 9.505-2(b); if this task order provides for the Contractor to prepare, support the preparation of, or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions; the contractor agrees not to be a supplier to the Department of Defense, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement as defined above.

For Paragraphs (1) thru (3), the prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of three years after the term of this task order.

(4) Technical Evaluation and Management Support Services: In accordance with FAR 9.505-3; if 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 (i) and (ii) 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.

(i) 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 Contracting Officer. The Contractor also agrees that it shall promptly notify the Contracting 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.

(ii) 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 Contracting 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 Contracting 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 Contracting Officer of this task order. The contractor shall notify the Contracting 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 Contracting Officer will consider whether the contractor's objectivity will be affected and will issue a determination to the contractor.

(5) Proprietary Data: In accordance with FAR 9.505-4, if the statement of work for this task

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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 Contracting 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.

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

(f) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(g) The Contractor shall, within 15 days after the effective date of this task order, provide, in writing, to the Contracting 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.

(h) 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.

(i) 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.

#### **C16S COST AND PERFORMANCE REPORTING (NOV 2011)**

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

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

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

##### **(1) Access:**

a) eCRAFT: Reports are uploaded through the Electronic Cost Reporting and Financial Tracking (eCRAFT) System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/nuwc/newport/contracts/default.aspx> under eCRAFT information. The eCRAFT e-mail address for report submission is: [Ecrafft.nuwc.npt.fct@navy.mil](mailto:Ecrafft.nuwc.npt.fct@navy.mil). If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

b) WAWF: See Clause HQ G-2-0007.

##### **(2) Format.**

a) eCRAFT: Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial

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Tracking System (eCraft) as defined in the EPRU manual.

b) Contractor's Performance Report: The pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. The report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is mandatory.

(3) Scope and Content. Costs incurred under this contract/task order are to be segregated at the lowest level of performance, either task, subtask or Technical Instruction (TI), rather than on a total task contract/order basis.

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

b) Contractor's Performance Report:

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

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

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

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

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

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

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

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

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

(4) Submission and Approval.

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

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

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

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## SECTION D PACKAGING AND MARKING

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

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

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

ORDER NUMBER: (from Task Order Block 2)

REQUISITION NUMBER: (from Task Order General Information Section)

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

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

Naval Undersea Warfare Center Division, Newport  
Contract, Order, and ELIN Numbers  
Report Title  
Date of Report  
Contractor Name (division which generated the report)

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

Contractor's Business Address  
Task Order Dollar Amount  
Sponsor (name, activity, office code, and location). Orders, if applicable, will identify the sponsor.

### D24S PROHIBITED PACKING MATERIALS (JUN 2004)

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

### HQ D-2-0006 MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

- (a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.
- (b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number

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includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

#### **HQ D-2-0007 MARKING AND PACKING LIST(S) - ALTERNATE I (NAVSEA) (APR 2015)**

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129R dated 18 February 2014.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment in accordance with the above cited MIL-STD. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

#### **UW D-2-0001 (D3) MARK FOR INFORMATION (AUG 2017)**

(a) The Contract shall include the following "Mark For" information clearly marked on all packages (or items themselves if they are not packaged) delivered under this contract/order:

Mark For:

Receiving Officer, Naval Station Newport

47 Chandler Street

Newport, RI 02841-1708

NUWC Division, Newport Code 3432– Keith Woods 401-832-6335

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(b) The contractor shall also include in each package delivered (or affixed to the item itself if it is not packaged) a packing slip which lists the items included by Contract Line Item Number (e.g., 0001, 0002).



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## SECTION E INSPECTION AND ACCEPTANCE

The following clause is incorporated by reference:

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

The following clauses are incorporated by full text:

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

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

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

Item(s) - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4100	3/14/2011 - 1/10/2012
4110	1/11/2012 - 1/10/2013
4120	1/11/2013 - 1/10/2014
4130	1/11/2014 - 1/10/2015
4200	6/24/2011 - 1/10/2012
4210	6/5/2012 - 9/30/2012
4220	4/2/2013 - 9/30/2013
4400	4/28/2011 - 1/10/2012
4410	4/27/2012 - 1/10/2013
4420	5/13/2013 - 1/10/2014
4430	4/4/2014 - 4/3/2015
4500	4/11/2011 - 1/10/2012
4510	6/5/2012 - 1/10/2013
4520	2/21/2013 - 10/31/2013
4620	5/2/2013 - 12/1/2015
4630	7/8/2014 - 7/7/2015
4710	6/25/2012 - 9/30/2012
4720	11/30/2012 - 9/30/2013
4730	10/1/2013 - 9/30/2014
6100	3/14/2011 - 1/10/2012
6110	1/11/2012 - 1/10/2013
6120	1/11/2013 - 1/10/2014
6130	1/11/2014 - 1/10/2015
6200	6/24/2011 - 1/10/2012
6210	6/5/2012 - 9/30/2012
6220	4/2/2013 - 9/30/2013
6400	1/11/2011 - 1/10/2012
6410	4/27/2012 - 1/10/2013
6420	5/13/2013 - 1/10/2014
6430	4/4/2014 - 4/3/2015
6500	4/11/2011 - 1/10/2012
6510	6/6/2012 - 1/10/2013
6520	2/21/2013 - 10/31/2013
6620	5/2/2013 - 5/1/2014
6630	7/8/2014 - 7/7/2015
6710	6/25/2012 - 9/30/2012
6720	11/30/2012 - 9/30/2013
6730	10/1/2013 - 9/30/2014
7100	1/11/2015 - 1/10/2016

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7200	1/11/2015 - 1/10/2016
7400	4/4/2015 - 1/10/2016
7600	7/21/2015 - 1/10/2016
7700	10/15/2014 - 9/30/2015
7800	10/1/2015 - 1/10/2016
7900	1/11/2016 - 1/10/2017
7901AA	1/11/2016 - 1/10/2017
7901AB	1/11/2016 - 1/10/2017
7901AC	1/11/2016 - 1/10/2017
7901AD	1/11/2016 - 1/10/2017
7901AE	1/11/2016 - 1/10/2017
7901AF	2/23/2016 - 1/10/2017
7901AG	3/14/2016 - 1/10/2017
7901AH	3/14/2016 - 1/10/2017
7901AJ	4/5/2016 - 1/10/2017
7901AK	4/5/2016 - 1/10/2017
7901AL	5/3/2016 - 1/10/2017
7901AM	5/3/2016 - 1/10/2017
7901AN	6/14/2016 - 1/10/2017
7901AP	6/14/2016 - 1/10/2017
7901AQ	6/14/2016 - 1/10/2017
7901AR	6/14/2016 - 1/10/2017
7901AS	6/14/2016 - 1/10/2017
7901AT	6/14/2016 - 1/10/2017
7901AU	7/20/2016 - 1/10/2017
7901AV	8/23/2016 - 1/10/2017
7901AW	8/23/2016 - 1/10/2017
7901AX	8/23/2016 - 1/10/2017
7901AY	8/23/2016 - 1/10/2017
7901AZ	9/6/2016 - 1/10/2017
7901BA	11/4/2016 - 1/10/2017
7901BB	12/9/2016 - 1/10/2017
7901BC	12/9/2016 - 1/10/2017
7910	11/4/2017 - 1/10/2018
7911AA	1/11/2017 - 1/10/2018
7911AB	1/11/2017 - 1/10/2018
7911AC	1/11/2017 - 1/10/2018
7911AD	1/11/2017 - 1/10/2018
7911AE	1/11/2017 - 1/10/2018
7911AF	1/11/2017 - 1/10/2018
7911AG	1/11/2017 - 1/10/2018
7911AH	1/11/2017 - 1/10/2018
7911AJ	1/11/2017 - 1/10/2018

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7911AK	1/11/2017 - 1/10/2018
7911AL	1/11/2017 - 1/10/2018
7911AM	2/14/2017 - 9/30/2017
7911AN	2/14/2017 - 1/10/2018
7911AP	2/14/2017 - 1/10/2018
7911AQ	2/14/2017 - 1/10/2018
7911AR	2/14/2017 - 1/10/2018
7911AS	2/14/2017 - 1/10/2018
7911AT	2/14/2017 - 1/10/2018
7911AU	2/27/2017 - 1/10/2018
7911AV	2/27/2017 - 1/10/2018
7911AW	2/27/2017 - 1/10/2018
7911AX	2/27/2017 - 1/10/2018
7911AY	2/27/2017 - 1/10/2018
7911AZ	2/27/2017 - 1/10/2018
7911BA	2/27/2017 - 1/10/2018
7911BB	3/29/2017 - 1/10/2018
7911BC	4/18/2017 - 1/10/2018
7911BD	4/18/2017 - 1/10/2018
7911BE	5/15/2017 - 1/10/2018
7911BF	5/15/2017 - 1/10/2018
7911BG	5/15/2017 - 1/10/2018
7911BH	5/15/2017 - 1/10/2018
7911BJ	5/15/2017 - 1/10/2018
7911BK	5/15/2017 - 1/10/2018
7911BL	6/23/2017 - 1/10/2018
7911BM	6/23/2017 - 1/10/2018
7911BN	7/20/2017 - 1/10/2018
7911BP	7/20/2017 - 1/10/2018
7911BQ	7/19/2017 - 1/10/2018
7911BR	8/21/2017 - 1/10/2018
7911BS	8/21/2017 - 1/10/2018
7911BT	8/21/2017 - 1/10/2018
7911BU	8/21/2017 - 1/10/2018
7911BV	8/21/2017 - 1/10/2018
7911BW	8/21/2017 - 1/10/2018
7911BX	8/21/2017 - 1/10/2018
7911BY	10/24/2017 - 1/10/2018
7911BZ	10/24/2017 - 1/10/2018
7911CA	10/24/2017 - 1/10/2018
7911CB	11/6/2017 - 1/10/2018
7911CC	11/6/2017 - 1/10/2018
7911CD	11/6/2017 - 1/10/2018

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7920	1/11/2018 - 10/31/2018
7921AA	1/11/2018 - 9/30/2018
7921AB	1/11/2018 - 9/30/2018
7921AC	1/11/2018 - 9/30/2018
7921AD	1/11/2018 - 9/30/2018
7921AE	1/11/2018 - 9/30/2018
7921AF	1/11/2018 - 9/30/2018
7921AG	1/11/2018 - 9/30/2018
7921AH	1/11/2018 - 9/30/2018
7921AJ	1/11/2018 - 9/30/2018
7921AK	1/11/2018 - 9/30/2018
7921AL	1/11/2018 - 9/30/2018
7921AM	1/11/2018 - 9/30/2018
7921AN	1/11/2018 - 9/30/2018
7921AP	1/18/2018 - 9/30/2018
7921AQ	2/8/2018 - 9/30/2018
7921AR	2/8/2018 - 9/30/2018
7921AS	2/8/2018 - 9/30/2018
7921AT	2/8/2018 - 9/30/2018
7921AU	3/30/2018 - 9/30/2018
7921AV	3/30/2018 - 9/30/2018
7921AW	3/30/2018 - 9/30/2018
7921AX	4/5/2018 - 9/30/2018
7921AY	4/5/2018 - 9/30/2018
7921AZ	4/5/2018 - 9/30/2018
7921BA	4/16/2018 - 9/30/2018
7921BB	4/16/2018 - 9/30/2018
7921BC	6/13/2018 - 9/30/2018
7921BD	6/13/2018 - 9/30/2018
7921BE	6/29/2018 - 10/31/2018
7921BF	6/29/2018 - 9/30/2018
7921BG	7/13/2018 - 9/30/2018
7921BH	7/13/2018 - 9/30/2018
7921BJ	7/24/2018 - 9/30/2018
7921BK	8/8/2018 - 10/31/2018
7921BL	8/24/2018 - 10/31/2018
7921BM	8/24/2018 - 10/31/2018
7921BN	8/24/2018 - 10/31/2018
7921BP	8/24/2018 - 10/31/2018
7921BQ	8/24/2018 - 10/31/2018
7921BR	8/24/2018 - 10/31/2018
7921BS	8/24/2018 - 10/31/2018
7921BT	8/24/2018 - 10/31/2018

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7921BU	8/24/2018 - 10/31/2018
7921BV	9/4/2018 - 10/31/2018
9100	1/11/2015 - 1/10/2016
9200	1/11/2015 - 1/10/2016
9400	4/4/2015 - 1/10/2016
9600	7/21/2015 - 1/10/2016
9700	10/15/2014 - 9/30/2015
9800	10/1/2015 - 1/10/2016
9900	1/11/2016 - 1/10/2017
9901AA	1/11/2016 - 1/10/2017
9901AB	2/23/2016 - 1/10/2017
9901AC	7/20/2016 - 1/10/2017
9901AD	8/23/2016 - 1/10/2017
9901AE	9/6/2016 - 1/10/2017
9910	1/11/2017 - 1/10/2018
9911AA	1/11/2017 - 1/10/2018
9911AB	1/11/2017 - 1/10/2018
9911AC	2/14/2017 - 1/10/2018
9911AD	2/27/2017 - 1/10/2018
9911AE	5/15/2017 - 1/10/2018
9911AF	8/21/2017 - 1/10/2018
9911AG	10/24/2017 - 1/10/2018
9911CB	11/4/2017 - 1/10/2018
9911CC	11/4/2017 - 1/10/2018
9920	1/11/2018 - 10/31/2018
9921AA	1/11/2018 - 9/30/2018
9921AB	1/11/2018 - 9/30/2018
9921AC	1/18/2018 - 9/30/2018
9921AD	2/8/2018 - 9/30/2018
9921AE	8/24/2018 - 10/31/2018

# **F1S PERIOD OF PERFORMANCE (JUN 2010)**

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

CLIN	Funding Type	Base or Option #	Performance Period
4100 & 6100	OPN	Base	3/14/11 - 1/10/12
4200 & 6200	OMN&N	Option 1	6/24/11 - 1/10/12
4300 & 6300	WCF	Option 2	3/14/11 - 1/10/12*
4400 & 6400	RDT&E	Option 3	4/28/11 - 1/10/12
4500 & 6500	FMS	Option 4	4/11/11 - 1/10/12
4600 & 6600	NUWC OH	Option 5	3/14/11 - 1/10/12*
4110 & 6110	OPN	Option 6	1/11/12 - 1/10/13
4210 & 6210	OMN&N	Option 7	06/05/12 - 09/30/12
4310 & 6310	WCF	Option 8	1/11/12 - 1/10/13*

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4410 & 6410	RDT&E	Option 9	5/7/12 - 1/10/13
4510 & 6510	FMS	Option 10	06/05/12 - 1/10/13
4610 & 6610	NUWC OH	Option 11	1/11/12 - 1/10/13*
4710 & 6710	SCN	Option 30	06/18/12 -09/30/12
4120 & 6120	OPN	Option 12	1/11/13 - 1/10/14
4220 & 6220	OMN&N	Option 13	4/2/13 - 09/30/13
4320 & 6320	WCF	Option 14	1/11/13 - 1/10/14*
4420 & 6420	RDT&E	Option 15	05/13/13 - 1/10/14
4520 & 6520	FMS	Option 16	2/21/13 - 10/31/13
4620 & 6620	NUWC OH	Option 17	05/02/13 - 05/01/14
4720 & 6720	SCN	Option 31	11/30/12 - 09/30/13
4130 & 6130	OPN	Option 18	1/11/14 - 1/10/15
4230 & 6230	OMN&N	Option 19	1/11/14 - 1/10/15*
4330 & 6330	WCF	Option 20	1/11/14 - 1/10/15
4430 & 6430	RDT&E	Option 21	4/4/14 - 4/3/15
4530 & 6530	FMS	Option 22	1/11/14 - 1/10/15*
4630 & 6630	NUWC OH	Option 23	7/8/14 - 7/7/15
4730 & 6730	SCN	Option 32	10/1/13 - 9/30/14
7100 & 9100	OPN	Option 24	1/11/15 - 1/10/16
7200 & 9200	OMN&N	Option 25	1/11/15 - 1/10/16*
7300 & 9300	WCF	Option 26	1/11/15 - 1/10/16*
7400 & 9400	RDT&E	Option 27	4/4/15 - 1/10/16
7500 & 9500	FMS	Option 28	1/11/15 - 1/10/16*
7600 & 9600	NUWC OH	Option 29	7/21/15 - 1/10/16
7700 & 9700	SCN	Option 33	10/15/14 - 9/30/15
7800 & 9800	SCN	Option 34	10/01/2015-1/10/16
7900 & 9900	OPN, OMN, WCF, RDT&E, FMS, NUWC OH, SCN	Option 35	1/11/16-1/10/17
7910 & 9910	OPN, OMN, WCF, RDT&E, FMS, NUWC OH, SCN	Option 36	1/11/17-1/10/18
7920 & 9920	OPN, OMN, WCF, RDT&E, FMS, NUWC OH, SCN	Option 37	1/11/18 - 10/31/18

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

#### **F18S DELIVERY AT DESTINATION (2004)**

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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 NUWCDIVNPT, the Contractor's facility or other locations, as required by the statement of work. Possible locations are as follows:

Washington, DC  
San Diego, CA  
Keyport, WA  
New London, CT  
Norfolk, VA  
Australia  
United Kingdom  
Japan



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## SECTION G CONTRACT ADMINISTRATION DATA

### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

Cost Type

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N/A

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

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<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	N66604
Admin DoDAAC	S0701A
Inspect By DoDAAC	N66604
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N66604
Service Acceptor (DoDAAC)	N66604
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA661
Other DoDAAC(s)	N/A

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Jerry Palmer at (401)832-4964 or gerard.palmer@navy.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

## **UW G-2-0002 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (NOV 2011)**

(a) Functions: The Procuring Contracting Officer (PCO) for this contract is identified on the basic contract. Only the PCO can change the basic contract, and the PCO maintains primacy over the contract and all its task orders. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.

(b) Authority: The PCO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO'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 PCO. 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 contract

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shall constitute a change under the Changes clause of this contract and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract 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 contract is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor unless the PCO has issued a formal modification.

#### **G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(NOV 2010)**

(a) The cognizant Administrative Contracting Office for this task order is identified in Block 6 on page one of this task order.

(b) Contracting Officer RETAINED FUNCTIONS. The Contracting Officer retains the administrative functions described in FAR 42.302(a) and listed below. .

(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), (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 Contracting Officer to delegate additional functions as necessary. The Contracting Officer may delegate authority by letter.

Accounting Data

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 267,600 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended evenly over the period of performance. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess

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funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

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

CLIN	Funding Type	Base or Option #	Hours Contractor Site (40%)	Hours Government Site (60%)	Total Hours
4100	OPN	Base	7,397	11,096	18,493
4110	OPN	Option 6	12,234	18,350	30,584
4120	OPN	Option 12	4,614	6,921	11,535
4130	OPN	Option 18	4,326	6,490	10,816
7100	OPN	Option 24	5,254	7,881	13,135
4200	OMN&N	Option 1	1,582	2,373	3,955
4210	OMN&N	Option 7	674	1,010	1,684
4220	OMN&N	Option 13	528	792	1,320
4230	OMN&N	Option 19	4	5	9
7200	OMN&N	Option 25	278	418	696
4300	WCF	Option 2	0	0	0
4310	WCF	Option 8	0	0	0
4320	WCF	Option 14	0	0	0
4330	WCF	Option 20	0	0	0
7300	WCF	Option 26	0	0	0
4400	RDT&E	Option 3	3,893	5,840	9,733
4410	RDT&E	Option 9	2,907	4,361	7,268
4420	RDT&E	Option 15	1,266	1,898	3,164
4430	RDT&E	Option 21	2,359	3,538	5,897
7400	RDT&E	Option 27	1,148	1,723	2,871
4500	FMS	Option 4	237	356	593
4510	FMS	Option 10	117	176	293
4520	FMS	Option 16	90	135	225
4530	FMS	Option 22	1	2	3

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7500	FMS	Option 28	3	4	7
4600	NUWC OH	Option 5	0	0	0
4610	NUWC OH	Option 11	7	11	18
4620	NUWC OH	Option 17	163	244	407
4630	NUWC OH	Option 23	1,015	1,522	2,537
7600	NUWC OH	Option 29	388	583	971
4710	SCN	Option 30	1,722	2,582	4,304
4720	SCN	Option 31	3,574	5,361	8,935
4730	SCN	Option 32	1,154	1,732	2,886
7700	SCN	Option 33	4,464	6,697	11,161
7800	SCN	Option 34	3,594	5,392	8,986
7900	OPN, OMN&N, WCF, RDT&E, FMS, NUWC OH, SCN	Option 35	13,720	20,580	34,300

In the event of any inconsistency between the above table and the CLIN pricing, the CLIN pricing shall take precedence.

## 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

[illegible]





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cover.

(c) CLINs/SLINs Mod 78 - 7901AA and 7901AB; Mod 79 - 7901 AC, 7901AD, and 7901AE; Mod 81 - 7901AF; Mod 82 - 7901AG and 7901AH; Mod 83 - 7901AJ and 7901AK; Mod 84 - 7901AL and 7901AM; Mod 86 - 7901AN, 7901AP, 7901AQ, 7901AR, 7901AS and 7901AT; Mod 87 - 7901AU and 9901AC; Mod 88 - 7901AV, 7901AW, 7901AX, 7901AY, and 9901AD; Mod 89 - 7901AZ and 9901AE; Mod 91 - 7901BA, 7901BB, 7901BC, 7911AA, 7911AB, 7911AC, 7911AD, 7911AE, 7911AF, 7911AG, 7911AH and 9911AA (Mod 93); Mod 94 - 7911AJ, 7911AK, 7911AL, and 9911AB; Mod 96 - 7911AM, 7911AN, 7911AP, 7911AQ, 7911AR, 7911AS, 7911AT and 9911AC; Mod 97 - 7911AU, 7911AV, 7911AW, 7911AX, 7911AY, 7911AZ, 7911BA and 9911AD; Mod 99 - 7911BB; Mod B2 - 7911BC and 7911BD; Mod B3 - 7911BE, 7911BF, 7911BG, 7911BH, 7911BJ, 7911 BK, and 9911AE, Mod B5 -7911BL, 7911BM , Mod B6- 7911BN,7911BP, Mod B7- 7911BQ, Mod B9- 7911BR, 7911BS, 7911BT, 7911BU, 7911BV, 7911BW, 7911BX, 9911AF, Mod BC- 7911BY, 7911BZ, 7911CA, 7911CB, 7911CC, 7911CD and 9911AG, 7921AA, 7921AB, 7921AC, 7921AD, 7921AE, 9921AA (Mod BF), 7921AF, 7921AG, 7921AH, 7921AJ, 7921AK, 7921AL, 7921AM, 7921AM, 7921AN, 9921AB (Mod BG), 7921AP, 9921AC (Mod BH), 7921AQ, 7921AR, 7921AS, 7921AT, 9921AD (Mod BJ), 7921AU, 7921AV, 7921AW (Mod BM), 7921AX, 7921AY, 7921AZ (Mod BN), 7921BA, and 7921BB (Mod BP), 7921BC and 7921BC (Mod BQ), 7921BE, 7921BF (Mod BR), 7921BG, 7921BH (Mod BS), 7921BJ (Mod BT), 7921BK (Mod BU), 7921BL, 7921BM, 7921BN, 7921BP, 7921BQ, 7921BR, 7921BS, 7921BT, 7921BU, 9921AE (Mod BV), and **7921BV (Mod BW)** are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

#### **5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract.

As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

#### **H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)**

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

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#### **H40S KEY PERSONNEL (FEB 2007)**

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

#### **H61S GOVERNMENT FURNISHED PROPERTY (GFP) (FEB 2005)**

(a) The Government shall furnish Government property to the Contractor for use in connection with this task order.

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in the attached, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following location:

(2) Government Furnished Information (GFI) shall be provided as identified in the Statement of Work and specifications. Unless specified otherwise, GFI will be furnished within 30 days after task order award.

(b) Only the identified items, in the quantity shown, will be furnished by the Government; however, additional Government property may be made available. All other material required for the performance of this task order shall be furnished by the Contractor. GFP furnished under this task order is for use exclusively under this task order unless specified otherwise in writing by the Task Order Ordering Officer.

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

#### **H81X TRAVEL RESPONSIBILITIES (OCT 2011)**

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

#### **H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)**

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 #: 2015-4089 Revision: 4 as of 8/1/2017 Area: Rhode Island (Statewide)

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**Contractors - Local Wage determinations for Contractor site hours will apply**

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

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE

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

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

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

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

52.245-1 GOVERNMENT PROPERTY (APR 2012)

52.245-9 USE AND CHARGES (APR 2012)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DoD OFFICIALS (SEP 2011)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

252.204-7003 CONTROL OF GOVERNMENT WORK PRODUCT (APR 1992)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEC 2015)

252.204-7009 LIMITATION ON THE USE OF DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (DEC 2015)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

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

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)

252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)

252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAY 2013)

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**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

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

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

[HTTP://WWW.DOL.GOV/ESA/REGS/COMPLIANCE/WHI/WAGE/SCADIRV5/SCADIRECTVERS5.PDF](http://WWW.DOL.GOV/ESA/REGS/COMPLIANCE/WHI/WAGE/SCADIRV5/SCADIRECTVERS5.PDF)

GOVERNMENT EQUIVALENT GS LEVELS:

[HTTP://WWW.DOL.GOV/ESA/REGS/COMPLIANCE/WHI/WEB/INDEX.HTM](http://WWW.DOL.GOV/ESA/REGS/COMPLIANCE/WHI/WEB/INDEX.HTM)

and

OFFICE OF PERSONNEL MANAGEMENT:

[HTTP://WWW.OPM.GOV/OCA/06TABLES/](http://WWW.OPM.GOV/OCA/06TABLES/)

**52.217-9 Option to Extend the Term of the Contract (MAR 2000) (NAVSEA VARIATION) (APR 2015)**

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

Option No.	CLIN	Fund Type	Exercise Date – No Later Than
6	4110 & 6110	OPN	30-Apr-12
12	4120 & 6120	OPN	30-Apr-13
18	4130 & 6130	OPN	30-Apr-14
24	7100 & 9100	OPN	30-Apr-15
1	4200 & 6200	OMN&N	30-Apr-11
7	4210 & 6210	OMN&N	05-June-12
13	4220 & 6220	OMN&N	30-Apr-13
19	4230 & 6230	OMN&N	30-Apr-14

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25	7200 & 9200	OMN&N	30-Apr-15
2	4300 & 6300	WCF	30-Apr-11
8	4310 & 6310	WCF	30-Apr-12
14	4320 & 6320	WCF	30-Apr-13
20	4330 & 6330	WCF	30-Apr-14
26	7300 & 9300	WCF	30-Apr-15
3	4400 & 6400	RDT&E	30-Apr-11
9	4410 & 6410	RDT&E	11-May-12
15	4420 & 6420	RDT&E	13-May-13
21	4430 & 6430	RDT&E	30-Apr-14
27	7400 & 9400	RDT&E	30-Apr-15
4	4500 & 6500	FMS	30-Apr-11
10	4510 & 6510	FMS	05-Jun-12
16	4520 & 6520	FMS	30-Apr-13
21	4530 & 6530	FMS	30-Apr-14
27	7500 & 9500	FMS	30-Apr-15
5	4600 & 6600	NUWC OH	30-Apr-11
11	4610 & 6610	NUWC OH	30-Apr-12
17	4620 & 6620	NUWC OH	02-May-13
23	4630 & 6630	NUWC OH	30-Apr-14
29	7600 & 9600	NUWC OH	30-Apr-15
30	4710 & 6710	SCN	25-July-12
31	4720 & 6720	SCN	11-Jan-13

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32	4730 & 6730	SCN	01-Oct-13
33	7700 & 9700	SCN	11-Jan-15
34	7800 & 9800	SCN	01-Oct-15
35	7900 & 9900	OPN, OMN, WCF, RDT&E, FMS, NUWC OH, SCN	11-Jan-16
36	7910 & 9910	OPN, OMN, WCF, RDT&E, FMS, NUWC OH, SCN	11-Jan-17

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five years, however, in accordance with paragraph (a) the requirement of this contract entitled LEVEL OF EFFORT - ALTERNATE 1", (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

#### **52.222-54 Employment Eligibility Verification (Jan 2009)**

(a) *Definitions.* As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

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

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

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

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

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the <st1:ST1:COUNTRY-REGION w:st="on">United States</st1:ST1:COUNTRY-REGION>, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

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

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

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

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

“<st1:ST1:COUNTRY-REGION w:st="on">United States</st1:ST1:COUNTRY-REGION>,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

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

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

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

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

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

(i) *All new employees.*

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

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

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

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

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing



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employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the <st1:ST1:COUNTRY-REGION w:st="on">United States</st1:ST1:COUNTRY-REGION> who was hired after November 6, 1986, within 180 calendar days of—

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

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

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

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

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

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

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

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

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

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

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

(1) *Is for* —

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

(ii) Construction;

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

(3) Includes work performed in the <st1:ST1:COUNTRY-REGION w:st="on">United States</st1:ST1:COUNTRY-REGION>.

## **52.244-2 SUBCONTRACTS (OCT 2010)**

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: Any new additional subcontracts not

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approved in the original task order award.

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

1. SAIC
2. Alion Sciences, Inc.
3. SEACORP
4. I2 Systems
5. Helm Partners, Inc.

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## SECTION J LIST OF ATTACHMENTS

DD254\_Revision No. 3\_Dated December 08, 2016

DD1423\_Addendum

Government Furnished Property

CDRL\_A001\_A002

CDRL\_A003\_A004

CDRL\_A005