

2. AMENDMENT/MODIFICATION NO. 05	3. EFFECTIVE DATE 01-Aug-2011	4. REQUISITION/PURCHASE REQ. NO. N66604-1 1 10-6237	5. PROJECT NO. (If appl) N/A
6. ISSUED BY NUWC, NEWPORT DIVISION Simonpietri Drive, Building 11 Newport RI 02841-1706 nancy.teasdale@navy.mil 401-832-1898	CODE N66604	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S240

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) DDL OMNI Engineering, LLC 8260 Greensboro Drive, Suite 600 McLean VA 22102	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4032-N403
	10B. DATED (SEE ITEM 13) 27-Sep-2010
CAGE CODE 078S2	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).
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause B42S; FAR 52.232-22 'Limitation of Funds'
[]	D. OTHER (Specify type of modification and authority)

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) [REDACTED]	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Nancy A Teasdale, Contracting Officer
15B. CONTRACTOR/OFFEROR [REDACTED] (Signature of person authorized to sign)	15C. DATE SIGNED 31-May-2011
	16B. UNITED STATES OF AMERICA BY /s/Nancy A Teasdale (Signature of Contracting Officer)
	16C. DATE SIG 01-Jun-2011

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GENERAL INFORMATION

Distribution: [REDACTED]

FSC: R408

NUWCDIVNPT Control #:113106

NUWCDIVNPT Requisition #(s): N66604-1110-6237 and N66604-1110-6244

NUWCDIVNPT POC: Nancy A. Teasdale (See cover page for e-mail address and telephone number.)

The purpose of this modification is to: exercise option #5 (note: period of performance does not start until 01 AUG 2011); and provide funding

SECTION B - Establish new SLINs as follows: 431001 and 631001

SECTION G - LLA AC/431001 and AC/631001 are added by this modification.

SECTION H - Change Clause H31S to reflect additional funds.

TASK ORDER VALUE: As a result of exercising Option #5, the current total value of the order is increased from [REDACTED] by [REDACTED] to [REDACTED]

All other task order terms and conditions remain unchanged.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

4000 The contractor shall provide engineering and technical services in support of the Code 01Y Acoustic Support Program (ASP).

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4100	Base Year OMN (O&MN,N)			
410001	AA (O&MN,N)			
410002	AE (O&MN,N)			
410003	AF (O&MN,N)			
4110	Option 3 OMN (O&MN,N) Option			
4120	Option 6 OMN (O&MN,N) Option			
4130	Option 9 OMN (O&MN,N) Option			
4200	Option 1 RDTE (RDT&E) Option			
420001	(RDT&E)			
4210	Option 4 RDTE (RDT&E) Option			
4220	Option 7 RDTE (RDT&E) Option			
4230	Option 10 RDTE (RDT&E) Option			
4300	Option 2 OPN (OPN)			

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430001 AB [REDACTED]
(OPN)

430002 AC [REDACTED]
(OPN)

430003 AD [REDACTED]
(OPN)

4310 Option 5 OPN [REDACTED] [REDACTED] [REDACTED] [REDACTED]
(OPN)

431001 AC [REDACTED]
(OPN)

4320 Option 8 OPN [REDACTED] [REDACTED] [REDACTED] [REDACTED]
(OPN)
Option

4330 Option 11 OPN [REDACTED] [REDACTED] [REDACTED] [REDACTED]
(OPN)
Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Other Direct Costs (ODCs)			[REDACTED]
6100	Base Year OMN (O&MN,N)			[REDACTED]
610001	AA [REDACTED] (O&MN,N)			
610002	AE [REDACTED] (O&MN,N)			
610003	AF [REDACTED] (O&MN,N)			
610004	AG [REDACTED] (O&MN,N)			
6110	Option 3 OMN (O&MN,N) Option			[REDACTED]
6120	Option 6 OMN (O&MN,N) Option			[REDACTED]
6130	Option 9 OMN (O&MN,N) Option			[REDACTED]
6200	Option 1 RDTE (RDT&E) Option			[REDACTED]
620001	(RDT&E)			

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6210	Option 4 RDTE (RDT&E) Option	1.0 Lot	[REDACTED]
6220	Option 7 RDTE (RDT&E) Option	1.0 Lot	[REDACTED]
6230	Option 10 RDTE (RDT&E) Option	1.0 Lot	[REDACTED]
6300	Option 2 OPN (OPN)	1.0 Lot	[REDACTED]
630001	AB [REDACTED] (OPN)		
630002	AD [REDACTED] (OPN)		
6310	Option 5 OPN (OPN)	1.0 Lot	[REDACTED]
631001	AC [REDACTED] (OPN)		
6320	Option 8 OPN (OPN) Option	1.0 Lot	[REDACTED]
6330	Option 11 OPN (OPN) Option	1.0 Lot	[REDACTED]

For Cost Type Items:

7000 The contractor shall provide engineering and technical services in support of the Code 01Y Acoustic Support Program (ASP). [REDACTED]

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	Option 12 OMN (O&MN,N) Option	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
7200	Option 13 RDTE (RDT&E) Option	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
7300	Option 14 OPN (OPN) Option	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]

For ODC Items:

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Item	Supplies/Services Qty	Unit	Est. Cost
9000	Other Direct Costs (ODC)		[REDACTED]
9100	Option 12 OMN (O&MN,N) Option	1.0 Lot	[REDACTED]
9200	Option 13 RDTE (RDT&E) Option	1.0 Lot	[REDACTED]
9300	Option 14 OPN (OPN) Option	1.0 Lot	[REDACTED]

B30S LEVEL OF EFFORT - TERM (MAR 2010)

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

CLIN	Funding Type	Base or Option #	Hours Contractor Site	Hours Government Site	Total Hours
B30S					
4100	OMN&N	Base	[REDACTED]	[REDACTED]	[REDACTED]
4110	OMN&N	Option 3	[REDACTED]	[REDACTED]	[REDACTED]
4120	OMN&N	Option 6	[REDACTED]	[REDACTED]	[REDACTED]
4130	OMN&N	Option 9	[REDACTED]	[REDACTED]	[REDACTED]
7100	OMN&N	Option 12	[REDACTED]	[REDACTED]	[REDACTED]
		Totals			[REDACTED]
4200	RDT&E	Option 1	[REDACTED]	[REDACTED]	[REDACTED]
4210	RDT&E	Option 4	[REDACTED]	[REDACTED]	[REDACTED]
4220	RDT&E	Option 7	[REDACTED]	[REDACTED]	[REDACTED]
4230	RDT&E	Option 10	[REDACTED]	[REDACTED]	[REDACTED]
7200	RDT&E	Option 13	[REDACTED]	[REDACTED]	[REDACTED]
		Totals			[REDACTED]
4300	OPN	Option 2	[REDACTED]	[REDACTED]	[REDACTED]
4310	OPN	Option 5	[REDACTED]	[REDACTED]	[REDACTED]
4320	OPN	Option 8	[REDACTED]	[REDACTED]	[REDACTED]
4330	OPN	Option 11	[REDACTED]	[REDACTED]	[REDACTED]
7300	OPN	Option 14	[REDACTED]	[REDACTED]	[REDACTED]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B42S OPTIONS (JUN 2005)

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

Option No.	CLIN	Fund Type	Exercise Date - No Later Than
3	4110 & 6110	OMN&N	1-Nov-11
6	4120 & 6120	OMN&N	1-Nov-12
9	4130 & 6130	OMN&N	1-Nov-13
12	7100 & 9100	OMN&N	1-Nov-14
1	4200 & 6200	RDT&E	1-Nov-10
4	4210 & 6210	RDT&E	1-Nov-11
7	4220 & 6220	RDT&E	1-Nov-12
10	4230 & 6230	RDT&E	1-Nov-13
13	7200 & 9200	RDT&E	1-Nov-14
2	4300 & 6300	OPN	1- Feb- 11

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5	4310 & 6310	OPN	1-Nov-11
8	4320 & 6320	OPN	1-Nov-12
11	4330 & 6330	OPN	1-Nov-13
14	7300 & 9300	OPN	1-Nov-14

B43S OPTIONS AND BASIC AWARD TERM (JAN 2005)

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

B51S PAYMENT OF FIXED FEE - TERM (NOV 2005)

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

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

B81S TRAVEL COSTS AND RESPONSIBILITIES (DEC 2010)

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

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR subpart 31.205-46.

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1.0 INTRODUCTION

This Statement of Work defines the effort and support for the accomplishment of assigned tasks within the mission areas of the Special Projects Office, Code 01Y at the Naval Undersea Warfare Center Division Newport. The Special Projects Office, Code 01Y, functions as the Technical Design Agent (TDA) and Acquisition Engineering Agent (AEA) for special submarine augmentation systems. System disciplines include: electronic warfare and acoustic sensor systems, image processing systems, platform integration systems, communication systems, and equipment that interfaces to these systems. Code 01Y is responsible for the full life cycle development of prospective systems, in-service engineering support for existing systems, and quick reaction support to intelligence agencies and fleet consumers based upon operational tasking. Tasking includes operations support, concept analysis, system level design and development, integration testing, installation, documentation, training, operational evaluation, and logistics support.

2.0 SCOPE

The contractor shall provide engineering and technical services in support of the Code 01Y Acoustic Support Program (ASP). Services shall include preparation of TEMPALT data packages for the following:

- 2.1 CLUSTER HOUND
- 2.2 CLUSTER REVERB
- 2.3 CLUSTER CANE
- 2.4 Other Acoustic Support Programs (ASP)

3.0 APPLICABLE DOCUMENTS

- 3.1 NAVSEA Technical specification 9090-310D
- 3.2 NAVSEA Standard Item 009-04
- 3.3 NAVSEA S9070-AA-MME-010/SSN/SSBN, Third Revision

In accordance with current acquisition reform tenets, the contractor shall use appropriate contractor in-house procedures and industry standards in lieu of Government specifications and standards. The contractor's use of Non Developmental Items (NDI) and Commercial Off The Shelf (COTS) items is fully encouraged to alleviate the unneeded application of formal standards and specifications whenever possible.

4.0 TECHNICAL REQUIREMENTS

4.1 ENGINEERING SUPPORT FOR TEMPALT, OPALT, SHIPALT DEVELOPEMENT

In accordance with GFI, the contractor shall provide analytical and engineering services for the preparation of TEMPALTs for CLUSTER CANE and other CLUSTER programs. Provide TEMPALT engineering services to update and revise CLUSTER systems to support integration to ever-changing ships system configurations and modernization. Provide TEMPALT engineering services to support system enhancements, or new capabilities to existing production systems.

4.1.1 Deliverable: The contractor shall deliver technical reports in accordance with CDRL A001.

Performance Standard: Technical Reports include accurate in-depth analyses, clearly identify issues, and provide recommendations or actions to be taken to rectify issues.

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4.2 TEMPALT, OPALT, SHIPALT DEVELOPMENT

In accordance with GFI, the contractor shall provide technical services for conducting ship checks and preparation of CLUSTER HOUND, CLUSTER REVERB, and other CLUSTER programs Temporary Alterations (TEMPALTs), Operational Alterations (OPALTs), and Ship Alterations (SHIPALTs), will occasionally be required. Modification of existing Data Packages shall be required on SSN 688/688I, SSN 21, SSN 774, and SSGN/SSBN class ships. Preparation of TEMPALTs as well as modification to these TEMPALTs shall be prepared in association with the day to day operations of these ASP projects which support Fleet operational equipment installations. This task also includes liaison with approving authorities to resolve comments and expedite the approval process and preparation and submission of Departures From Specification (DFS) and other TEMPALT related documentation.

4.2.1 Deliverable: The contractor shall provide TEMPALTs, OPALTs, or SHIPALTs in accordance with CDRLs A002 and A003.

Performance Standard: TEMPALT and other install related documents (such as DFSs) are in accordance with the Technical Requirements Manual for Temporary Submarine Alterations, applicable document 3.3. Comments and DFS paperwork address applicable issues and are submitted in a timely manner.

5.0 MONTHLY PROGRESS REPORTING

The contractor shall report monthly cost and technical progress in accordance with the Seaport-e Task Order Clause C16S, Cost and Performance Reporting. These reports shall include technical details associated with performance of Tasks 4.1 and 4.2 above.

6.0 GOVERNMENT FURNISHED INFORMATION

Program/project technical data shall be provided after task order award on an as needed basis.

6.1 Program technical documentation, system specifications, working papers (i.e., CLUSTER HOUND, CLUSTER REVERB, CLUSTER CANE, etc.)

6.2 TEMPALT, OPALT, and SHIPALT Guidance Manual

6.3 NAVSEA and NUWC schedules

7.0 QUALITY SURVEILLANCE AND PERFORMANCE STANDARDS

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

Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the performance standards defined in specific standards identified in task paragraphs. Responsiveness will be evaluated based upon the government's experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to the negotiated costs.

8.0 PLACE OF PERFORMANCE

The work shall be performed at the contractor's facilities, NUWCDIVNPT, other government facilities, and on U.S. Naval Vessels. Travel is required to support Tasks 4.1 and 4.2. The place of performance anticipated for the efforts of this Statement of Work shall include:

- Electric Boat, Groton, CT
- Lockheed Martin, Manassas, VA
- NAVSEA/PEO Submarines, Washington Navy Yard
- Newport News Naval Shipyard, Norfolk, VA
- Norfolk Naval Base, Norfolk, VA
- Sub Base San Diego, CA
- Sub Base New London, CT
- Sub Base Pearl Harbor, HI

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- Sub Base Bangor, WA
- Other Naval Submarine Commands as directed

C16S COST AND PERFORMANCE REPORTING (MAR 2010)

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

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

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

(2) Scope and Content.

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

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

(3) Submission and Approval.

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

(ii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 119 .

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

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

(2) Content.

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

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

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

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

(v) Report all trips and significant results.

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

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

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

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

(3) Submission and Approval.

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

(ii) Distribution. Provide one original copy to the Contracting Officer's Representative. Additional copies shall be provided to:

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

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

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

C24S SECURITY REQUIREMENTS (OCT 2004)

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

C25S ACCESS TO GOVERNMENT SITE (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 NACLCL.

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

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

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

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

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/External%20ISO14001_2009%20Training.pdf

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

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

a. The Contractor shall ensure that unclassified DoD information it receives or produces in support of DoD activities is protected according to the information safeguards described in Attachment 2 to Directive-Type Memorandum (DTM) 08.027 – Security of Unclassified DoD Information on Non-DoD Information Systems, which is available at the following web address:

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

b. Upon request by the Government, the Contractor shall provide documentation demonstrating the safeguards the contractor has implemented to ensure the security of unclassified DoD Information.

c. Contractor personnel that have not been briefed on Attachment 2 to Directive-Type memorandum (DTM) 08-027 – Security of Unclassified DoD Information on Non-DoD Information Systems shall be denied access contractor systems that contain unclassified DoD information.

d. *Subcontracts.* If the Contractor issues any subcontracts in which the subcontractor will have access to unclassified DoD information, the Contractor shall include this clause.

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)

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

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

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SECTION D PACKAGING AND MARKING

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

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

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

ORDER NUMBER: (from Task Order Block 2)

REQUISITION NUMBER: (from Task Order General Information Section)

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

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

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

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

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

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

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

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

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

D24S PROHIBITED PACKING MATERIALS (JUN 2004)

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

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SECTION E INSPECTION AND ACCEPTANCE

E14S INSPECTION AND ACCEPTANCE OF SERVICES (AUG 2005)

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

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SECTION F DELIVERABLES OR PERFORMANCE

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	OMN&N	Base	9/27/10 - 7/31/11
4200 & 6200	RDT&E	Option 1	8/1/10 - 7/31/11
4300 & 6300	OPN	Option 2	1/26/11 - 7/31/11
4110 & 6110	OMN&N	Option 3	8/1/11 - 7/31/12
4210 & 6210	RDT&E	Option 4	8/1/11 - 7/31/12
4310 & 6310	OPN	Option 5	8/1/11 - 7/31/12
4120 & 6120	OMN&N	Option 6	8/1/12 - 7/31/13
4220 & 6220	RDT&E	Option 7	8/1/12 - 7/31/13
4320 & 6320	OPN	Option 8	8/1/12 - 7/31/13
4130 & 6130	OMN&N	Option 9	8/1/13 - 7/31/14
4230 & 6230	RDT&E	Option 10	8/1/13 - 7/31/14
4330 & 6330	OPN	Option 11	8/1/13 - 7/31/14
7100 & 9100	OMN&N	Option 12	8/1/14 - 7/31/15
7200 & 9200	RDT&E	Option 13	8/1/14 - 7/31/15
7300 & 9300	OPN	Option 14	8/1/14 - 7/31/15

* 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)

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)

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

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SECTION G CONTRACT ADMINISTRATION DATA

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

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

G2S INVOICE INSTRUCTIONS (NAVSEA – SEP 2009) (NOV 2009)

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

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information

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

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

X	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI) Contractors MUST attach a completed SF-1035 in WAWF
Applies to CLINs/SLINs: ALL CLINs	
Issue DODAAC	N66604
Admin DODAAC	S2404A
Pay Office DODAAC	HQ0338
DCAA Auditor	HAA210
Service Approver DODAAC	N66604

ATTN CONTRACTORS:

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- (1) CLIN/SLIN/ACRN information MUST be included on all WAWF submissions.
- (2) Your AAA WAWF fill-in is in your line of accounting associated with the CLIN/SLIN/ACRN you are billing. It is six (6) positions in length. Examples of it's location follow. The numbers underlined are the AAA's.


A1: 97X4930.NH6A 000 77777 0 066604 2F 000000 111111111111
AA: 97X4930.NH6A 000 77777 0 066604 2F 000000 222222222222
A1: 1781811.H230 310 TTTTTT 0 068342 2D 000000 333333333333
AA: 1781811.H230 310 TTTTTT 0 068342 2D 000000 444444444444

- (3) **Unique Item Identification and Valuation (UID): If DFARS Clause 252.211-7003 (or I11-7003) is included in this order, you MUST ensure you submit the required information into WAWF. For additional information and training on UID, go to:**

<http://www.acq.osd.mil/dpap/pdi/uid/index.html> .

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

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:


(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the Government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NUWCDIVNPT WAWF point of contact, Jerry Palmer at 401-832-4964 or gerard.palmer@navy.mil (alternate: Catharine Costakos at 401-832-1488, catharine.costakos@navy.mil). **For payment status, log into WAWF, scroll to the bottom of the page, and click on the link for "Pay Status (myinvoice – External Link)". Call or e-mail Barbara Sangeado at 401-832-4952 or barbara.sangeado@navy.mil only if you cannot get the answer through the WAWF Website.**

GI08 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (SEP 2010)

(a) **Functions:** The Procuring Contracting Officer (PCO) for this contract is identified on the basic contract. Only the PCO can change the basic contract, and the PCO maintains primacy over the contract and all its task orders. The Task Order Ordering Officer of this Task Order is a warranted Ordering Officer of the Naval Undersea Warfare Center Division Newport. Unless otherwise noted, all references to "Ordering Officer" or "OO" in the text of this task order and the basic contract refer to the Task Order Ordering Officer. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Task Order Ordering Officer at any time.

(b) **Authority:** The Task Order Ordering Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Task Order Ordering Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the

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

(c) The Task Order Ordering Officer is:

Name: C.W. Kanoff
 Telephone: Commercial: 401-832-1486; DSN: 432-1486
 Fax: Commercial: 401-832-4820; DSN: 432-4820
 Email: constance.kanoff@navy.mil

d) The Task Order Negotiator is:

Name: Andrew Nagelhout
 Telephone: Commercial: 401-832-3844 ; DSN: 432-3844
 Fax: Commercial: 401-832-4820; DSN: 432-4820
 Email: andrew.c.naghelout@navy.mil

(e) Ombudsman for the Naval Undersea Warfare Center Division, Newport, RI, is:

Name: [REDACTED]
 Commercial Phone: [REDACTED]
 Commercial Fax: [REDACTED]
 Email: [REDACTED]

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

The contractor's senior technical representative, point of contact for performance under this task order is:

Name: [REDACTED]
 Title: [REDACTED]
 Mailing Address: [REDACTED]
 [REDACTED]
 [REDACTED]
 E-mail Address: [REDACTED]
 Telephone: [REDACTED]

G17S COR APPOINTMENT (JUN 2010)

(a) The Task Order Ordering Officer hereby appoints the following individual as the Contracting Officer's Representative (COR) for this task order:

Name: [REDACTED]
 Code: [REDACTED]

Mailing Address: Naval Undersea Warfare Center Division, Newport, 1176 Howell Street, [REDACTED]
 [REDACTED], Newport, RI 02841

Telephone:
 Commercial [REDACTED]

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

(c) Alternate COR. In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting on behalf of the COR. The Task Order Ordering Officer hereby appoints the following individual as the Alternate COR.

Name: [REDACTED]

Code [REDACTED]

Mailing Address: [REDACTED]

Telephone:

Commercial [REDACTED]

DSN [REDACTED]

(d) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Order Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, or basic contract PCO has issued a formal modification.

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2011)

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

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

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

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

(c) If the task order ACO identifies a contract administration problem, the remedy for which is not covered by the above, the task order ACO shall request the Task Order Ordering Officer to delegate additional functions as necessary. The Task Order Ordering Officer may delegate authority by letter.

Accounting Data
 SLINID PR Number Amount

 410001 N66604-0256-0114 [REDACTED]
 LLA :
 AA 1701804.15VR 252 00015 068892 2D X18005 000150MPG1MQ
 Standard Number: 0303044

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IC19000 N0001510WX18005 AA

610001 N66604-0265-2687 [REDACTED]
 LLA :
 AA 1701804.15VR 252 00015 068892 2D X18005 000150MPG1MQ
 Standard Number: 0303044
 IC19000 N0001510WX18005 AA

BASE Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 01

430001 N66604-1021-1394 [REDACTED]
 LLA :
 AB 97X4930.NH6A 000 77777 0 066604 2F 000000 01Y00A529351
 Standard Number: 0325822
 430002 N66604-1021-1436 [REDACTED]
 LLA :
 AC 1701810.M21U 252 00039 0 050120 2D 000000 A00000648239
 Standard Number: 0325822
 Reference: RCP N0003911WX01719; ACRN: AA; NUWC Job Order: IC19611

430003 N66604-1021-1439 [REDACTED]
 LLA :
 AD 1791810.521U 252 00039 0 050120 2D 000000 A00000648281
 Standard Number: 0325822
 Reference: RCP N0003911WX01721; ACRN: AA; NUWC Job Order: IC19561

630001 N66604-1021-1398 [REDACTED]
 LLA :
 AB 97X4930.NH6A 000 77777 0 066604 2F 000000 01Y00A529351
 Standard Number: 0325822

630002 N66604-1021-1441 [REDACTED]
 LLA :
 AD 1791810.521U 252 00039 0 050120 2D 000000 A00000648281
 Standard Number: 0325822
 Reference: RCP N0003911WX01721; ACRN: AA; NUWC Job Order: IC19561

MOD 01 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 02

410002 N66604-1059-6984 [REDACTED]
 LLA :
 AE 97X4930.NH6A 000 77777 0 066604 2F 000000 03300B415101
 Standard Number: 0303044

610002 N66604-1059-6987 [REDACTED]
 LLA :
 AE 97X4930.NH6A 000 77777 0 066604 2F 000000 03300B415101
 Standard Number: 0303044

MOD 02 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 03

410003 N66604-1070-9320 [REDACTED]
 LLA :
 AF 1711804.15VR 252 00015 068892 2D X18005 000151MSGJMQ
 Standard Number: 0303044
 RCP# N0001511WX18005, ACRN AA (IC19011)

610003 N66604-1070-9321 [REDACTED]
 LLA :
 AF 1711804.15VR 252 00015 068892 2D X18005 000151MSGJMQ
 Standard Number: 0303044
 RCP# N0001511WX18005, ACRN AA (IC19011)

610004 N66604-1070-9322 [REDACTED]

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LLA :
AG 1711804.15VR 252 00015 068892 2D X18005 000151MSGJMQ
Standard Number: 0303044
RCP# N0001511WX18005, ACRN AA (IC19061)

MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05

431001 N66604-1110-6237 [REDACTED]
LLA :
AC 1701810.M21U 252 00039 0 050120 2D 000000 A00000648239
Standard Number: 0325822
(Reference; RCP No. N0003911WX01719; ACRN: AA; NUWC Job Order: IC19611)

631001 N66604-1110-6244 [REDACTED]
LLA :
AC 1701810.M21U 252 00039 0 050120 2D 000000 A00000648239
Standard Number: 0325822
(Ref: RCP No. N0003911WX01719; ACRN: AA; NUWC Job Order: IC19611)

MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H13S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-3, PROVIDING EVALUATION SERVICES

(a) In accordance with FAR 9.505-3; whereas this task order provides for the technical evaluation of other Contractors' products or services or provides for the furnishing of management support services, the Contractor agrees that it shall not furnish to the United States Government, either as a prime contractor, as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, subsystem or component which is the subject of work under this contract, except that it may, under the circumstances stated in paragraph (e) below, participate in related Integrated Product Teams (IPT's). This prohibition is effective during the term of the task order and extends for a period of one (1) year after the term of this task order.

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

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

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

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

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

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

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

(i) This clause applies to Statement of Work task(s): 4.1 and 4.2

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

H14S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-4

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

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

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

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

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

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

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

(h) This clause applies to Statement of Work task(s): 4.1 and 4.2

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

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

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

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

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

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

The contractor is expressly prohibited from purchasing any telecommunication devices (i.e. satellite telephones, cell phones, pagers, blackberry, two way radios, walkie-talkies, etc. or any associated accessories) without the written

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approval of the contracting officer on an item by item basis.

H31S INCREMENTAL FUNDING - ADDITIONAL FUNDS (JAN 2008)

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

NUWC Accrual Date: December 31, 2011

H40S KEY PERSONNEL (FEB 2007)

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

NAME	CATEGORY
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

H61S GOVERNMENT FURNISHED PROPERTY (GFP) (NOV 2010)

(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: NUWCDIVNPT, Newport RI

(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 Contracting 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 Contracting Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

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 #: WD 05-2467 (Rev. 9) Area: Rhode Island, Statewide

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

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

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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

The following clauses are hereby incorporated by reference:

I. FAR:

52.204-2 Security Requirements (AUG 1996)

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

52.222-3 CONVICT LABOR (JUN 2003)

52.222-41 Service Contract Act of 1965 (NOV 2007)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)

52.227-10 FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER (DEC 2007)

52.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (DEC 2007)

52.244-6 SUBCONTRACT FOR COMMERCIAL ITEMS (MAR 2007)

52.245-1 GOVERNMENT PROPERTY (AUG 2010)

52.245-9 USE AND CHARGES (JUNE 2007)

II. DFARS:

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

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

252.225-7013 DUTY-FREE ENTRY (OCT 2006)

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

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)

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

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252.227-7038 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (DEC 2007)

252.227-7039 PATENTS--REPORTING OF SUBJECT INVENTIONS (APR 1990)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (NOV 2004)

**252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED
PROPERTY (FEB 2011)**

252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (FEB 2011)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (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

(End of Clause)

**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/whd/regs/compliance/wage/SCADirV5/SCADirectVers5.pdf>

GOVERNMENT EQUIVALENT GS LEVELS:

<http://www.dol.gov/whd/regs/compliance/wage/SCADirV5/Vers5SCAIndex.pdf>

and

OFFICE OF PERSONNEL MANAGEMENT:

<http://www.opm.gov/OCA/10tables/index.asp>

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SECTION J LIST OF ATTACHMENTS

TASK ORDER ADMINISTRATION PLAN

CDRL

GFP LIST

Final DD 254 SECURITY REQUIREMENTS dated September 22, 2010