				1. CONTRACT ID CODE		PAGE OF PAGES
AMENDMENT OF SOLICITA	TION/MODIFICATIO	ON OF CONTR	ACT	U		1 2
2. AMENDMENT/MODIFICATION NO. 36	3. EFFECTIVE DA 12-Oct-20			URCHASE REQ. NO. 60400245312-983	5. PR	OJECT NO. (If applicable) N/A
6. ISSUED BY	N66604	. 7. ADM	INISTERED	BY (If other than Item 6)	CO	DE S2206A
NUWC, NEWPORT DIVISION			DCMA	BOSTON		SCD: C
1176 Howell Street, Building 128	58		495 SL	JMMER STREET		
Newport RI 02841-1708			BOSTO	ON MA 02210-2138		
michael.ouellette@navy.mil 401-	832-5568					
· · · · · · · · · · · · · · · · · · ·						
8. NAME AND ADDRESS OF CONTRAC		ate, and Zip Code)		9A. AMENDMENT OF SOLICITA	TION NC	).
Systems Engineering Associa	ates					
62 Johnny Cake Hill						
Middletown RI 02842-5639				9B. DATED (SEE ITEM 11)		
				10A. MODIFICATION OF CONTI	RACT/OF	RDER NO.
			[X]			
				N00178-04-D-4122-N4	130	
				10B. DATED (SEE ITEM 13)		
CAGE 2V276 CODE	FACILITY CODE			14-Mar-2011		
·	11. THIS ITEM ONL	Y APPLIES TO	AMENDM	ENTS OF SOLICITATIONS		
[] The above numbered solicitation is an Offers must acknowledge receipt of this ar (a) By completing Items 8 and 15, and retu separate letter or telegram which includes DESIGNATED FOR THE RECEIPT OF OF you desire to change an offer already subr amendment, and is received prior to the op	nendment prior to the hour a rning one (1) copy of the arr a reference to the solicitatior FERS PRIOR TO THE HOU nitted, such change may be	nd date specified in t nendment; (b) By ack n and amendment nu JR AND DATE SPEC made by telegram or	he solicitatio nowledging r mbers. FAIL IFIED MAY	n or as amended, by one of the follow receipt of this amendment on each co LURE OF YOUR ACKNOWLEDGEME RESULT IN REJECTION OF YOUR C	ing metho by of the NT TO B OFFER. If	offer submitted; or (c) By E RECEIVED AT THE PLACE f by virtue of this amendment
12. ACCOUNTING AND APPROPRIATIO	,					
				NS OF CONTRACTS/ORDE S DESCRIBED IN ITEM 14.	RS,	
(*) A. THIS CHANGE ORDER IS				S SET FORTH IN ITEM 14 ARE MAD	DE IN THE	E CONTRACT ORDER NO. IN
ITEM 10A.						
[X] B. THE ABOVE NUMBERED date, etc.)SET FORTH IN ITEM				NISTRATIVE CHANGES (such as ch	anges in j	paying office, appropriation
[] C. THIS SUPPLEMENTAL AG				′ OF:		
	diffection and outbority)					
[ ] D. OTHER (Specify type of mo	odification and authority)					
E. IMPORTANT: Contractor [ X ] is		-				
14. DESCRIPTION OF AMENDMENT/MC SEE PAGE 2	DIFICATION (Organized by	UCF section heading	gs, including	solicitation/contract subject matter wh	iere feasi	ble.)
	a ar print)	16A NA				m4)
15А. NAME AND TITLE OF SIGNER <i>(Ту</i> р	ie or print)	16A. NAI	ME AND TH	LE OF CONTRACTING OFFICER (T)	/pe or pri	nt)
15B. CONTRACTOR/OFFEROR	15C. DATE S		IIED STATE	S OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to s	ian)	BY	/0	ignature of Contracting Officer)		
NSN 7540-01-152-8070	'Y''/	30-105	(3	, o		<b>// 30</b> (Rev. 10-83)
PREVIOUS EDITION UNUSABLE				Prescribed b FAR (48 CFI	y GSA	. ,

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## **GENERAL INFORMATION**

Distribution: KR, 0121, DFAS-HQ0337,

NUWCDIVNPT Control #:190112

NUWCDIVNPT Requisition #(s): N66604-00245312-983

NUWCDIVNPT POC:

The Purpose of this modification is to:

1. Attach DD 254 Rev. 2, which was inadvertently omitted from modification 35.

All other task order terms and conditions remain unchanged.

The conformed Task Order can be found in EDA and the SeaPort-e Portal.

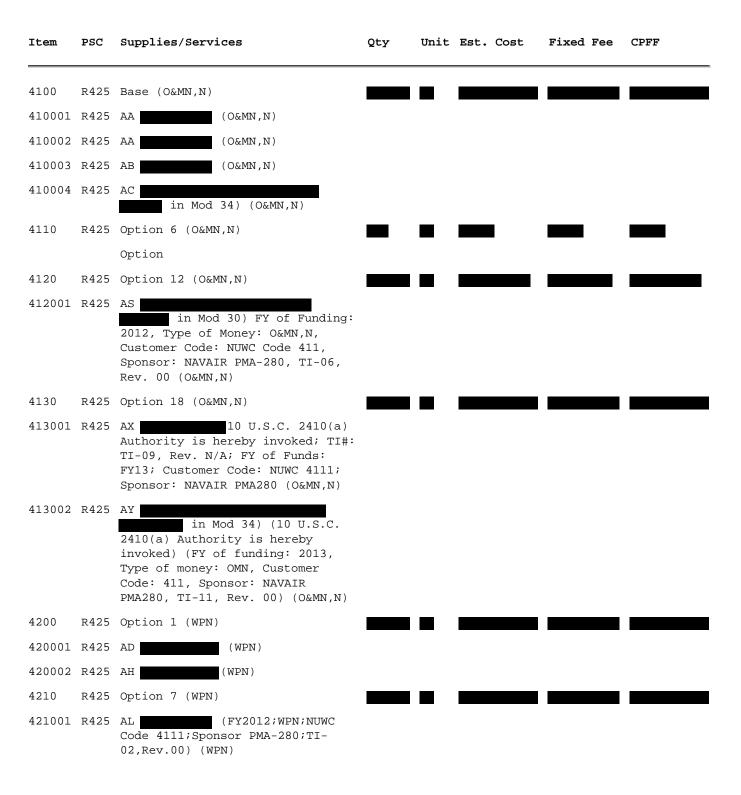
CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

4000 Engineering Services in the planning, execution, and evaluation of TOMAHAWK missile flight tests



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Item	PSC	Supplies/Services	Qty	Unit Est. Cost	Fixed Fee	CPFF
421002	R425	AR FY of Funding: 2012, Type of Money: WPN, Customer Code: NUWC Code 411, Sponsor: NAVAIR PMA-280, TI-04, Rev. 00 (WPN)				
4220	R425	Option 13 (WPN)				
		Option				
4230	R425	Option 19 (WPN)				
		Option				
4300	R425	Option 2 (OPN)				
430001	R425	AJ in Mod in Mod 21) (OPN)				
4310	R425	Option 8 (OPN)				
		Option				
4320	R425	Option 14 (OPN)				
		Option				
4330	R425	Option 20 (OPN)				
		Option				
4400	R425	Option 3 (RDT&E)				
		Option				
4410	R425	Option 9 (RDT&E)				
		Option				
4420	R425	Option 15 (RDT&E)				
		Option				
4430	R425	Option 21 (RDT&E)				
		Option				
4500	R425	Option 4 (SCN)				
		Option				
4510	R425	Option 10 (SCN)				
		Option				
4520	R425	Option 16 (SCN)				
4506		Option				
4530	R425	Option 22 (SCN)				
4600	D 405	Option				
4600		Option 5 (FMS Case #xx-x-xxx)				
460001	R425	AE (FMS Case # KS-P-LPV) (FMS)				

KS-P-LPV) (FMS)

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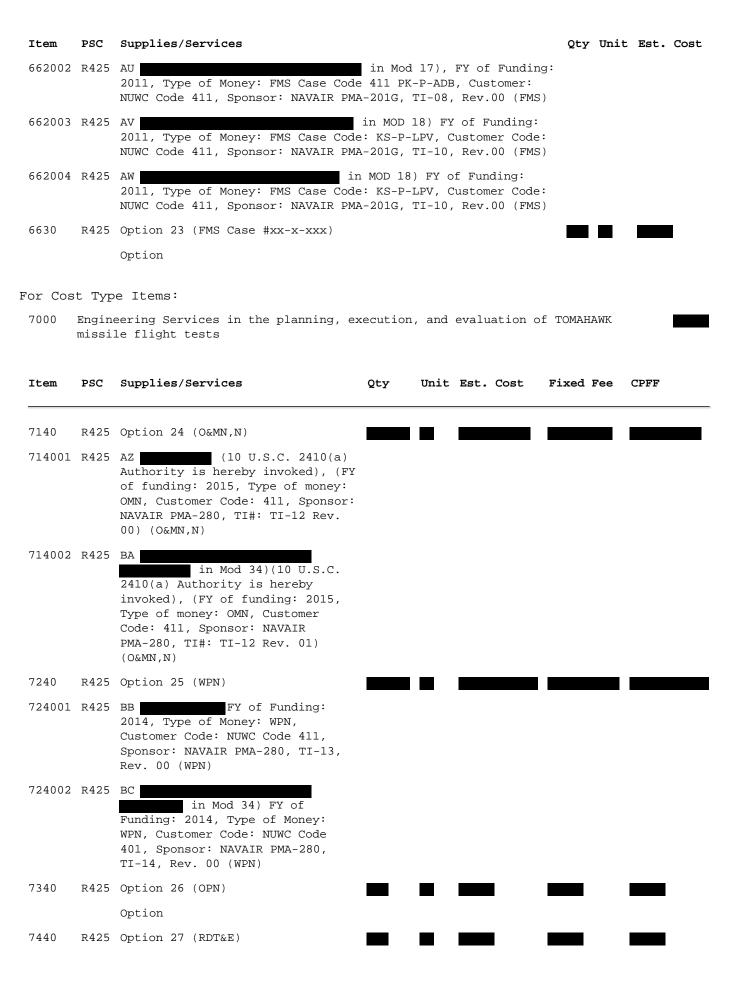
Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
460002	R425	AF KS-P-LPV) (FMS)					
460003	R425	AG <b>AGATE (FMS Case #</b> KS-P-LPV) (FMS)					
460004	R425	AG (FMS Case # KS-P-LPV) (FMS)					
460005	R425	AK in Mod 11) (FMS Case# TW-P-LPG) FY of Funding: 2011, Type of Money: FMS, Customer Code: NUWC Code 4111, Sponsor: NAVAIR PMA-201G, TI#: TI-01, Rev 01 (FMS)					
4610	R425	Option 11 (FMS Case #xx-x-xxx)					
461001	R425	AM (FY2012;FMS- EG-P-GCC;NUWC Code 4111;Sponsor PMA-201G;TI-03,Rev.00) (FMS)					
461002	R425	AN in MOD 17) (FY2012;FMS- TW-P-LPV;NUWC Code 4111;Sponsor PMA-201G;TI-03,Rev.00) (FMS)					
461003	R425	AP in Mod 11) (FY2012;FMS- KS-P-LGP;NUWC Code 4111;Sponsor PMA-201G;TI-03,Rev.00) (FMS)					
461004	R425	AQ in Mod 11) FY of Funding: 2011, Type of Money: FMS PK-P-ADB, Customer Code: NUWC Code 411, Sponsor: NAVAIR PMA-201G, TI-05, Rev. 00 (FMS)					
4620	R425	Option 17 (FMS Case #xx-x-xxx)					
462001	R425	AT FY of Funding: 2011, Type of Money: FMS Case Code PK-P-ADB, Customer: NUWC Code 411, Sponsor: NAVAIR PMA-201G, TI-07, Rev.00 (FMS)					
462002	R425	AU FY of Funding: 2011, Type of Money: FMS Case Code 411 PK-P-ADB, Customer: NUWC Code 411, Sponsor: NAVAIR PMA-201G, TI-08, Rev.00 (FMS)					
462003	R425	AV FY of Funding: 2011, Type of Money: FMS Case Code KS-P-LPV, Customer Code: NUWC Code 411, Sponsor: NAVAIR PMA-201G, TI-10, Rev. 00 (FMS)					
462004	R425	AW in Mod 34) FY of Funding: 2011, Type of Money: FMS Case Code KS-P-LPV, Customer					

	CC	NTRACT NO. DELIVERY ORDER NO. AMENDMENT/MODIFICATION NO. PAGE FINAL
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Item	PSC	Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF
		Code: NUWC Code 411, Sponsor: NAVAIR PMA-201G, TI-10, Rev. 00 (FMS)
4630	R425	Option 23 (FMS Case #xx-x-xxx)
		Option
For ODC	Ttom	c '
Item	PSC	Supplies/Services Qty Unit Est. Cost
6000		Prime and Subcontractor Travel and Materials (with burdens, no fee)
6100	R425	Base (O&MN,N)
610001	R425	AA (O&MN,N)
6110	R425	Option 6 (O&MN,N)
		Option
6120	R425	Option 12 (O&MN,N)
612001	R425	AS in Mod 30) FY of Funding: 2012, Type of Money: O&MN,N, Customer Code: NUWC Code 411, Sponsor: NAVAIR PMA-280, TI-06, Rev. 00 (O&MN,N)
6130	R425	Option 18 - NOTE THAT THE POP POPULATED BY THE SYSTEM IS INCORRECTLY SHOWN AS 1/01/2016 - 1/01/2016. DUE TO SYSTEM CONSTRAINTS, THE POP CANNOT BE CORRECTED TO CLIN 6130'S ACTUAL POP WHICH IS 6/17/2013 - 5/16/2014, AS REFLECTED IN CLAUSE F1S. REFER TO MODIFICATION 26 FOR ADDITIONAL DETAILS. (O&MN,N)
613001	R425	AX in Mod 34) 10 U.S.C. 2410(a) Authority is hereby invoked; TI#: TI-09, Rev. N/A; FY of Funds: FY13; Customer Code: NUWC 4111; Sponsor: NAVAIR PMA280 (O&MN,N)
6200	R425	Option 1 (WPN)
620001	R425	AD (WPN)
620002	R425	AH in Mod 34) (WPN)
6210	R425	Option 7 (WPN)
621001	R425	AL in Mod 34)(FY2012;WPN;NUWC Code 4111;Sponsor PMA-280;TI-02,Rev.00) (WPN)
6220	R425	Option 13 (WPN)
		Option
6230	R425	Option 19 (WPN)
		Option
6300	R425	Option 2 (OPN)
630001	R425	AJ (OPN)
6310	R425	Option 8 (OPN)

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
6320	R425	Option 14 (OPN)			
		Option			
6330	R425	Option 20 (OPN)			
		Option			
6400	R425	Option 3 (RDT&E)			
		Option			
6410	R425	Option 9 (RDT&E)			
		Option			
6420	R425	Option 15 (RDT&E)			
		Option			
6430	R425	Option 21 (RDT&E)			
		Option			
6500	R425	Option 4 (SCN)			
		Option			
6510	R425	Option 10 (SCN)			
		Option			
6520	R425	Option 16 (SCN)			
		Option			
6530	R425	Option 22 (SCN)			
		Option			
6600	R425	Option 5 (FMS Case #xx-x-xxx)			
660001	R425	AF (FMS Case # KS-P-LPV) (FMS)			
660002	R425	AG (FMS Case # KS-P-LPV) (FMS)			
660003	R425	AK in Mod 11) (FMS Case# TW-P-LPG) FY of Funding: 2011, Type of Money: FMS, Customer Code: NUWC Code 4111, Sponsor: NAVAIR PMA-201G, TI#: TI-01, Rev 01 (FMS)			
6610	R425	Option 11 (FMS Case #EG-P-GCC)			
661001	R425	AP in Mod 11; in Mod 11; in Mod 17) FMS Case #EG-P-GCC)(FY2012;FMS;NUWC Code 4111;Sponsor PMA-201G;TI-03,Rev.00) (FMS)			
661002	R425	AQ in Mod 11; in Mod 11; Mod 11; Mod 11; Mod 11; Mod 11; Mod 10; FMS PK-P-ADB, Customer Code: NUWC Code 411, Sponsor: NAVAIR PMA-201G, TI-05, Rev. 00 (FMS)			
6620	R425	Option 17 (FMS Case #xx-x-xxx)			
662001	R425	AT FY of Funding: 2011, Type of Money: FMS Case Code PK-P-ADB, Customer Code: NUWC Code 411, Sponsor: NAVAIR PMA-201G, TI-07, Rev.00 (FMS)			

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		NTRACT NO. 0178-04-D-4122	DELIVERY ORDER N N00178-04-D-4122-N		AMENDM 36	MENT/M	ODIFICAT	ION NO.	PAGE 7 of 5		FINAL
Item	PSC	Supplies/Services		Qty	Unit	Est.	Cost	Fixed	Fee	CPFF	
		Option									
7540	R425	Option 28 (SCN)									
		Option									
7640	R425	Option 29 (FMS Case	e #xx-x-xxx)								l
		Option									
7700	R425	Option 30 Labor - 1 (OM&N, OPN, SCN, RI CIP) (Fund Type - 0 Type - OTHER)	DT&E, WPN, and								
7701		This Informational support of CLIN 77									
7701AA	R425		C Code 401, A-280, TI-15, 2410(a)		•						
7701AB	R425	BE in Mod 34 Funding: 2016, Type O&MN,N, Customer Co 401, Sponsor: NAVA TI-16, Rev. 00, 10 Authority is Hereby (O&MN,N)	e of Money: ode: NUWC Code IR PMA-280, U.S.C. 2410(a)		•						
7701AC	R425	BF FY 0 2017; Type of Money Customer Code: 409 NAVAIR PMA-280; TI: (O&MN,N)	; Sponsor:								
7701AD	R425	BG in Mod 32 Funding: 2017; Type RDT&E Customer Coo Sponsor: NAVSEA PM TI-18 (RDT&E)	e of Money: de: 4011;		-						
7800	R425	Option 31 Labor - M (OM&N, OPN, SCN, RJ CIP) (Fund Type - ( Type - TBD)	DT&E, WPN, and								
7801		This Informational support of CLIN 78									
7801AA	R425	BF FY or 2017; Type of Money Customer Code: 401 NAVAIR PMA-280; TI U.S.C. 2410(a) is 1 (O&MN,N)	; Sponsor: ‡: TI-19; 10								

		DNTRACT NO.	DELIVERY ORDER NO	D.	AMEND	/ENT/M	IODIFICAT	ION NO.	PAGE		FINAL
	N	00178-04-D-4122	N00178-04-D-4122-N	430	36				8 of 5	51	
Item	PSC	Supplies/Services		Qty	Unit	Est.	Cost	Fixed	Fee	CPFF	
7801AB	R425	BH FY 2018; Type of Mone Customer Code: 401 NAVAIR PMA-280; TI (O&MN,N)	; Sponsor:								
7900	R425	Option 32 Labor - 1 (OM&N, OPN, SCN, R CIP) (Fund Type -	DT&E, WPN, and								
7901		This Informational insupport of CLIN									
7901AA	R425	BH FY 2018; Type of Mone Customer Code: 401 NAVAIR PMA-280; TI U.S.C. 2410(a) Aut invoked (O&MN,N)	; Sponsor: #: TI-21;10								

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
9000		Prime and Subcontractor Travel and Materials (with burdens, no fee)				
9140	R425	Option 24 (O&MN,N)				
914001	R425	AZ in Mod 34) (10 U.S.C. 2410(a) Authority is hereby invoked) (FY of funding: 2015, Type of money: OMN, Customer Code: 411, Sponsor: NAVAIR PMA-280, TI-12 Rev. 00) (O&MN,N)				
9240	R425	Option 25 (WPN)				
924001	R425	BB FY of Funding: 2014, Type of Money: WPN, Customer Code: NUWC Code 411, Sponsor: NAVAIR PMA-280, TI-13, Rev. 00 (WPN)				
924002	R425	BC in Mod 34) FY of Funding: 2014, Type of Money: WPN, Customer Code: NUWC Code 401, Sponsor: NAVAIR PMA-280, TI-14, Rev. 00 (WPN)				
9340	R425	Option 26 (OPN)				
		Option				
9440	R425	Option 27 (RDT&E)				I
		Option				
9540	R425	Option 28 (SCN)				l
		Option				
9640	R425	Option 29 (FMS Case #xx-x-xxx)				
		Option				
9700	R425	Option 30 ODCs - Navy funds (OM&N, OPN, SCN, RDT&E, WPN, and CIP) (Fund Type - OTHER (Fund Type - TBD)				I
9701		This Informational CLIN is in support of CLIN 9700				

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Item PSC	Supplies/Services	Qty	Unit	Est.	Cost
9701AA R425	BD in Mod 34) FY of Funding: 2014, Type of Money: WPN, Customer Code: NUWC Code 401, Sponsor: NAVAIR PMA-280, TI-15, Rev. 00, 10 U.S.C. 2410(a) Authority is Hereby Invoked (WPN)				
9701AB R425	BE in Mod 34) FY of Funding: 2016, Type of Money: O&MN,N, Customer Code: NUWC Code 401, Sponsor: NAVAIR PMA-280, TI-16, Rev. 00, 10 U.S.C. 2410(a) Authority is Hereby Invoked (O&MN,N)				
9701AC R425	BF FY of Funding: 2017; Type of Money: O&MN,N; Customer Code: 409; Sponsor: NAVAIR PMA-280; TI#: TI-17 (O&MN,N)				
9701AD R425	BG in Mod 32) FY of Funding: 2017; Type of Money: RDT&E Customer Code: 4011; Sponsor: NAVSEA PMS-397; TI#: TI-18 (RDT&E)				
9800 R425	Option 31 ODCs - Navy funds (OM&N, OPN, SCN, RDT&E, WPN, and CIP) (Fund Type - OTHER (Fund Type - TBD)				
9801	This Informational CLIN is in support of CLIN 9800				
9801AA R425	BF FY of Funding: 2017; Type of Money: O&MN Customer Code: 401; Sponsor: NAVAIR PMA-280; TI#: TI-19; 10 U.S.C. 2410(a) is hereby invoked (O&MN,N)				
9801AB R425	BH FY of Funding: 2018; Type of Money: O&MN Customer Code: 401; Sponsor: NAVAIR PMA-280; TI#: TI-20; (O&MN,N)				
9900 R425	Option 32 ODCs - Navy funds (OM&N, OPN, SCN, RDT&E, WPN, and CIP) (Fund Type - TBD)				
9901					
9901AA R425	BH FY of Funding: 2018; Type of Money: O&MN Customer Code: 401; Sponsor: NAVAIR PMA-280; TI#: TI-21; 10 U.S.C. 2410(a) Authority is herby invoked (O&MN,N)				

## Fee Table (AUG 2012)

Labor CLIN	Fee Rate Per Hour Fee Percentage
4100	
4110	
4120	
4130	
4200	
4210	
4220	
4230	
4300	
4310	
4320	
4330	

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4400	
4410	
4420	
4430	
4500	
4510	
4520	
4530	
4600	
4610	
4620	
4630	
7140	
7240	
7340	
7440	
7540	
7640	
7700 & 7701 Total Priced SLINs	
7800 & 7801 Total Priced SLINs	
7900 & 7901 Total Priced SLINs	

# 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

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(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

## 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 [NAMED COMPONENT] via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <a href="https://doncmra.nmci.navy.mil">https://doncmra.nmci.navy.mil</a>. 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.

## Statement of Work TOMAHAWK missile flight tests

## 1.0 BACKGROUND

The Missiles/Precision Strike Division, Systems Engineering Branch, Code 4111, of the Naval Undersea Warfare Center Division, Newport (NUWCDIVNPT), is responsible for the design, development, acquisition and operational readiness of test vehicles associated with submarine and surface-launched missile systems. This work includes development and incorporation of enhancements and upgrades after delivery to the Navy and during the lifecycle of the systems.

## 2.0 SCOPE

The Contractor shall perform engineering services in the planning, execution, and evaluation of TOMAHAWK missile flight tests. The work shall include: providing technical and data analysis support for the flight test program; and preparing updates and launch platform inputs to missile flight test plans and reports.

The contractor shall also provide engineering services in the design, development, maintenance, and testing of equipment utilized to collect and process missile/submarine weapon system data. The work shall include: preparing updates to hardware and performing hardware/software testing.

## 3.0 APPLICABLE DOCUMENTS

The effective issue or revision listed in the Department of Defense Index of Specifications and Standards (DODIS) supplement thereto form a part of this Statement of Work to the extent specified herein.

## 3.1 Government Specifications and Standards

- a) MIL-STD-100G, Department of Defense Standard Practice for Engineering Drawings
- b) MIL-STD-498, Software Development and Documentation
- c) MIL-STD-847B, Format Requirements for Scientific and Technical Reports
- d) MIL-STD-973, Configuration Management
- e) NUWC Code 4111 Capability Maturity Model Integration (CMMI) Procedures for TOMAHAWK Flight Test Data Analysis (411-MSLS-2010-03)

## 4.0 REQUIREMENTS

The contractor shall provide technical services as described in the following tasks:

## 4.1 TOMAHAWK Flight Test Data Collection, Reduction, Analysis and Reporting

Utilizing GFI (items 6.1(a) through 6.1(g)), the contractor shall, in accordance with NUWC Code 4111 Capability Maturity Model Integration (CMMI) Procedures for TOMAHAWK Flight Test Data Analysis (3.1(e)) and MIL-STD-847B, perform launch platform/missile data collection, reduction and analysis for assigned TOMAHAWK flight tests and other missile/simulator tests in support of submarine and surfacelaunched missile weapon system demonstrations. The contractor shall:

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- Process and analyze digital data transmitted between the launch platform and missile as recorded by the Tomahawk External Data Extraction System; output consists of graphs, tables and text (CDRL Item A001) which summarize the digital data transfer process and provide an assessment of compliance with system interface specifications;
- Process and analyze analog voltage data transmitted between the launch platform and missile as recorded by an Astro-Med Everest Strip Chart Recorder; output consists of graphs and text (CDRL Item A001) which summarize the measured voltage levels and provide an assessment of compliance with system interface specifications;
- Process and analyze submarine Environmental Monitoring System (EMS) data, including vertical tube discrete signals and pressure sensor data; output consists of graphs and text (CDRL Item A001) which summarize measured tube pressures and estimated missile velocity during launch, and provide a comparison to historic EMS results for similar test configurations;
- Process and analyze submarine Navigation System and Global Positioning System (GPS) data; output consists of graphs and text (CDRL Item A001) which summarize the submarine Navigation System positional accuracy relative to GPS data during missile alignment and launch;
- Process and analyze missile launch telemetry data; output consists of graphs and text (CDRL Item A001) which summarize weapon position and velocity relative to the missile's capsule and submarine hull during launch, and provide a comparison to historic telemetry results for similar test configurations;
- Collect and analyze Tomahawk Strike Network data transmitted between the firing unit and missile after launch; output consists of tables and text (CDRL Item A001) which summarize the transmitted messages and provide an assessment of compliance with system interface specifications;
- Utilize the Cruise Test Data Mall (CTDM) website to prepare presentation material (CDRL Item A002) regarding Tomahawk flight test results, including anomalies, observations and lessons learned;
- Provide technical review of, and propose revisions to, the NUWC Code 4111 CMMI Procedures for TOMAHAWK Flight Test Data Analysis (3.1(e) (CDRL Item A003);
- Provide technical review of, and propose revisions to, test plans, weapon system specifications and fleet tactical guidance/procedures (CDRL Item A003).

## 4.1.1 Deliveries and Schedule

The contractor shall deliver technical input to TOMAHAWK flight test reports, detailing data analysis results, in accordance with CDRL Item A001. The contractor shall deliver presentation material, pertaining to flight test results, in accordance with CDRL Item A002. The contractor shall deliver proposed revisions to items 6.1(a), 6.1(b) and other government documents in accordance with CDRL Item A003.

## 4.1.2 Performance Standards

The test reports, presentation material and proposed revisions shall conform to the guidelines provided in the applicable documents of Section 3.0, including Government Specifications and Standards identified in Paragraphs 3.1(c) and 3.1(e).

## 4.2 Design, Preparation, Maintenance, Testing and Documentation of Platform Information Technology (IT)

Utilizing GFI (items 6.1(g) through 6.1(j)), the contractor shall, in accordance with MIL-STD-100G 3.1(a), MIL-STD-498 3.1(b) and MIL-STD-973 3.1(d), design, prepare, maintain, test and document Platform IT components/systems that collect and process data pertaining to demonstration of TOMAHAWK missiles or other submarine missile weapon systems. These components/systems reside aboard a submarine and perform a special-purpose mission in accordance with DoD Directive 8500.1, Paragraph E2.1.16.4. The contractor shall:

- Prepare submarine Temporary Alteration (TEMPALT) Technical Data Packages for missile/weapon system test equipment, including drawings, descriptions and instructions for equipment installation and operation (CDRL Item A004);
- Review submarine/missile weapon system technical documentation and test data to identify data collection requirements and processes; output consists of procedures which describe methods of data

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collection/extraction (CDRL Item A005);

 Perform testing of new and existing Platform IT utilized for missile/submarine weapon system data collection; testing includes use of National Instruments (NI) LabVIEW software and NI data acquisition devices; output is a report that summarizes test results (CDRL Item A006).

## 4.2.1 Deliveries and Schedule

The contractor shall deliver submarine TEMPALT Technical Data Packages in accordance with CDRL Item A004. The contractor shall deliver data collection/extraction procedures in accordance with CDRL Item A005. The contractor shall deliver a report that details the conduct of testing and evaluation of Platform IT hardware and software in accordance with CDRL Item A006.

## 4.2.2 Performance Standards

The technical data packages, data collection/extraction procedures and test reports shall conform to the guidelines provided in the applicable documents of Section 3.0, including Government Specifications and Standards identified in Paragraphs 3.1(a-e).

## 5.0 PROGRESS REPORTS

The contractor shall provide and submit monthly cost and performance data, on a monthly basis, in accordance with Clause C16S, Cost and Performance Reporting (MAR 2010), during initial tasking and any option years exercised.

## 6.0 Government Furnished Information (GFI)

- a) NUWC Code 4111 Capability Maturity Model Integration (CMMI) Procedures for TOMAHAWK Flight Test Data Analysis (411-MSLS-2010-03)
- b) TOMAHAWK Flight Test Mission Firing Plans, including data collection/distribution requirements
- c) OD44979 Firing Craft Operating Procedures
- d) JCM-1832 (TOMAHAWK FCS Software Interface Document)
- e) 76Z8064 (TOMAHAWK TTL Interface Control Document)
- f) TW394-DO-MAN-10 (TOMAHAWK VLS Interface Control Document)
- g) Classified and unclassified Tomahawk Information Management System (TOMIS) and CTDM data, including weapon system technical documentation and historic flight test analysis results
- h) Temporary Alteration 2002072, SSN 688 Class Submarines (SSN 688 Through 725 and 750 Through 773) Global Positional System Data Recorder
- Temporary Alteration 2007050, SSN 688 Class Submarines (SSN 719 Through SSN 773) Environmental Monitoring System Recording Station
- j) Temporary Alteration 08-0004, Virginia (SSN 774) Class Environmental Monitoring System Recording Station

## 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 using the MIL-STDs identified in paragraph 3.0 and the specific standards identified in task paragraphs 4.0. Responsiveness will be evaluated based on the government experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet agreed upon schedules with minimal variance. Cost will be evaluated based on the contractor's ability to manage agreed upon costs.

## 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

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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: <a href="http://www.navsea.navy.mil/nuwc/newport/contracts/default.aspx">http://www.navsea.navy.mil/nuwc/newport/contracts/default.aspx</a> under eCRAFT information. The eCRAFT e-mail address for report submission is: <a href="http://www.navsea.navy.mil/nuwc/newport/contracts/default.aspx">http://www.navsea.navy.mil/nuwc/newport/contracts/default.aspx</a> under eCRAFT information. The eCRAFT e-mail address for report submission is: <a href="http://www.navsea.navy.mil/nuwc/newport/contracts/default.aspx">http://www.navsea.navy.mil/nuwc/newport/contracts/default.aspx</a> under eCRAFT information. The eCRAFT e-mail address for report submission is: <a href="http://www.navsea.navy.mil/nuwc/newport.aspx">http://www.navsea.navy.mil/nuwc/newport/contracts/default.aspx</a> under eCRAFT information. The eCRAFT e-mail address for report submission is: <a href="http://www.navsea.navy.mil">http://www.navsea.navy.mil/nuwc/newport/contracts/default.aspx</a> under eCRAFT information. The eCRAFT e-mail address for report submission is: <a href="http://www.navsea.navy.mil">http://www.navsea.navy.mil/nuwc/newport/contracts/default.aspx</a> under eCRAFT information. The eCRAFT e-mail address for report submission is: <a href="http://www.navsea.navy.mil">http://www.navsea.navy.mil/nuwc/newport/contracts/default.aspx</a> under eCRAFT information. The eCRAFT e-mail address for report submission is: <a href="http://www.navsea.navy.mil">http://www.navsea.navy.mil/nuwc/newport/contracts/default.aspx</a> under eCRAFT information. The eCRAFT e-mail 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 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) <u>Scope and Content</u>. 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.

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

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

(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) <u>Distribution Statement</u>. 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 59.

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

#### C23S FACILITIES (SEP 2004)

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

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

#### 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.

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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

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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.

## C56S ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (MAR 2010)

(a) Each Electronic and Information Technology (EIT) item or service provided under this order shall comply with the EIT Accessibility Standards listed below:

- \_\_x\_36 C.F.R. § 1194.21 Software applications and operating systems \_\_x\_36 C.F.R. § 1194.24 - Video and multimedia products \_\_x\_36 C.F.R. § 1194.31 - Functional Performance Criteria
- \_\_x\_36 C.F.R. § 1194.41 Information, Documentation, and Support

(b) The Contractor shall provide a Voluntary Product Accessibility Template (VPAT) for items or a Government Product/Service Accessibility Template (GPAT) for service to document compliance with the indicated Section 508 Standards.

Please refer to <u>http://www.itic.org/index.php?submenu=Resources&submenu=Resources&src=gendocs&</u> <u>ref=vpat&category=resources</u> or <u>http://www.buyaccessible.gov/</u> for more information on VPATs and GPATs or contact <u>http://www.access-board.gov/contact.htm</u> or <u>www.gsa.gov/section508</u>

(c) The Contractor shall comply with the VPAT or GPAT document submitted. If the Contracting Officer determines that any item or service delivered under this order does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing accordingly. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the order, the Government will have the rights and remedies contained in the basic contract.

## C60S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-1

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

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

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

(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 Contracting 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

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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.

## C64S 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 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.

(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 Contracting 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 Contracting 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.

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## SECTION D PACKAGING AND MARKING

#### 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 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.

## 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)

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(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.

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

(a) The Contractor 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 02841-1716

NUWC Division, Newport Code 4111/M.Desrosiers, 401-832-9060.

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## SECTION E INSPECTION AND ACCEPTANCE

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

#### **252.246-7000** MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

## 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 - 3/13/2012
4120	9/28/2012 - 6/16/2013
4130	6/17/2013 - 5/16/2014
4200	5/13/2011 - 5/12/2012
4210	5/13/2012 - 5/12/2013
4300	9/30/2011 - 11/30/2011
4600	5/13/2011 - 5/12/2012
4610	5/13/2012 - 12/31/2012
4620	1/1/2013 - 9/30/2013
6100	3/14/2011 - 3/13/2012
6120	9/28/2012 - 6/16/2013
6130	1/1/2016 - 1/1/2016
6200	5/13/2011 - 5/12/2012
6210	5/13/2012 - 5/12/2013
6300	9/30/2011 - 11/30/2011
6600	5/13/2011 - 5/12/2012
6610	5/13/2012 - 12/31/2012
6620	1/1/2013 - 9/30/2013
7140	4/17/2015 - 2/2/2016
7240	2/1/2016 - 9/22/2016
7700	9/23/2016 - 9/22/2017
7701AA	9/23/2016 - 9/22/2017
7701AB	9/23/2016 - 9/22/2017
7701AC	2/22/2017 - 9/22/2017
7701AD	5/3/2017 - 9/22/2017
7800	9/23/2017 - 9/22/2018
7801AA	9/23/2017 - 9/22/2018
7801AB	3/16/2018 - 9/22/2018
7900	9/23/2018 - 9/22/2019
7901AA	9/23/2018 - 9/22/2019
9140	4/17/2015 - 2/2/2016
9240	2/1/2016 - 9/22/2016
9700	9/23/2016 - 9/22/2017
9701AA	9/23/2016 - 9/22/2017
9701AB	9/23/2016 - 9/22/2017
9701AC	2/22/2017 - 9/22/2017
9701AD	5/3/2017 - 9/22/2017
9800	9/23/2017 - 9/22/2018
9801AA	9/23/2017 - 9/22/2018

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9801AB	3/16/2018 - 9/22/2018
9900	9/23/2018 - 9/22/2019
9901AA	9/23/2018 - 9/22/2019

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

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

7900&9900	ALL	Option 32	09/23/18-09/22/19
7800 & 9800	ALL	Option 31	09/23/17-09/22/18
7700 & 9700	ALL	Option 30	09/23/16-09/22/17
7640 & 9640	FMS	Option 29	02/03/15-02/02/16*
7540 & 9540	SCN	Option 28	02/03/15-02/02/16*
7440 & 9440	RDT&E	Option 27	02/03/15-02/02/16*
7340 & 9340	OPN	Option 26	02/03/15-02/02/16*
7240 & 9240	WPN	Option 25	02/01/16-09/22//16
7140 & 9140	OM&N	Option 24	04/17/15-02/02/16
4630 & 6630	FMS	Option 23	02/03/14-02/02/15*
4530 & 6530	SCN	Option 22	02/03/14-02/02/15*
4430 & 6430	RDT&E	Option 21	02/03/14-02/02/15*
4330 & 6330	OPN	Option 20	02/03/14-02/02/15*
4230 & 6230	WPN	Option 19	02/03/14-02/02/15*
4130 & 6130	OM&N	Option 18	06/17/13-05/16/14+
4020 <b>&amp;</b> 0020	1 1015		01/01/13-9/30/13
4620 & 6620	FMS	Option 17	01/01/13-9/30/13
4520 & 6520	SCN	Option 16	02/03/13-02/02/14*
4420 & 6420	RDT&E	Option 15	02/03/13-02/02/14*
4320 & 6320	OPN	Option 14	02/03/13-02/02/14*
4220 & 6220	WPN	Option 13	02/03/13-02/02/14*
4120 & 6120	OM&N	Option 12	09/28/12-06/16/13
4010 & 0010	гиз		03/13/12-12/31/12
4610 & 6610	FMS	Option 11	05/13/12-12/31/12
4510 & 6510	SCN	Option 10	02/03/12-02/02/13*
4410 & 6410	RDT&E	Option 9	02/03/12-02/02/13*
4310 & 6310	OPN	Option 8	02/03/12-02/02/13*
4110 & 6110 4210 & 6210	OM&N WPN	Option 6 Option 7	02/03/12-02/02/13* 05/13/12-05/12/13
4110 0 6110	OM 0 N		02/02/12 02/02/12*
4600 & 6600	FMS	Option 5	05/13/11-05/12/12
4500 & 6500	SCN	Option 4	02/03/11-02/02/12*
4400 & 6400	RDT&E	Option 3	02/03/11-02/02/12*
4300 & 6300	OPN	Option 2	09/30/11-11/30/11
4200 & 6200	WPN	Option 1	05/13/11-05/12/12
4100 & 6100	OM&N	Base	03/14/11-03/13/12
CLIN	Funding Type	Base or Option #	Performance Period

\*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

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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 Period of Performance as populated by the system above this clause is incorrectly shown as 1/01/2016 - 1/01/2016. Due to system constraints, the POP cannot be corrected to CLIN 6130's actual POP date which is 6/17/2013 - 5/16/2014, as reflected within this clause. Refer to Modification 26 for additional details.

## 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)

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

#### 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 Voucher\_\_\_\_\_

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

\_\_\_\_Not applicable\_\_\_\_\_

(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\*

Field Name in WAWF	Data to be entered in WAWF

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Pay Official DoDAAC	HQ0337
Issue By DoDAAC	N66604
Admin DoDAAC	\$2206A
Inspect By DoDAAC	N/A
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.

(g) WAWF point of contact.

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

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

# HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

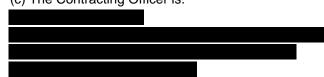
(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

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(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 Contracting Officer of this Task Order is a warranted Ordering Officer of the Naval Undersea Warfare Center Division Newport. 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.

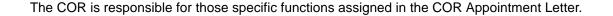
(b) Authority: The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting 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. 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 Contracting Officer in writing. No action shall be taken by the contractor unless the Contracting Officer or basic contract PCO has issued a formal modification.



(d) The Task Order Negotiator is:

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

(f) The Contracting Officer's Representative (COR) for this task order is:



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# 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 Contracting Officer to delegate additional functions as necessary. The Contracting Officer may delegate authority by letter.

#### NOTE TO THE PAYMENT OFFICE (JAN 2012) DFARS PGI 204.7108 (d)(12) Other.

(a) The award document includes Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under Seaport-e, all funding is identified/obligated at the SubCLIN (SLIN) level. Accounting for expenditures and invoicing at the SLIN level is required.
(b) This requirement includes support for multiple programs with independent budgets and funding lines.

These funding lines are NOT interchangeable, and it is critical that the Paying Office pay in accordance with the accounting classification reference numbers (ACRNs) and SLINs noted on the contractor's invoices. To do otherwise, could result in a misappropriation of funds.

Accountin	ng Data				
SLINID	PR Number	 	 	Amount	

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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 <u>45,687</u> 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  $\underline{0}$  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 <u>direct</u> 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 or 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.

CLIN	Fund Type	Option	Contractor Site Hours	Government Site Hours	Total Hours
4100	OM&N	Base			
4200	WPN	Option 1			
4300	OPN	Option 2			
4400	RDT&E	Option 3			
4500	SCN	Option 4			
4600	FMS	Option 5			
4110	OM&N	Option 6			
4210	WPN	Option 7			
4310	OPN	Option 8			
4410	RDT&E	Option 9			
4510	SCN	Option 10			
4610	FMS	Option 11			
4120	OM&N	Option 12			
4220	WPN	Option 13			
4320	OPN	Option 14			
4420	RDT&E	Option 15			
4520	SCN	Option 16			
4620	FMS	Option 17			
4130	OM&N	Option 18			
4230	WPN	Option 19			
4330	OPN	Option 20			
4430	RDT&E	Option 21			
4530	SCN	Option 22			
4630	FMS	Option 23			

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

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7140	OM&N	Option 24		
7240	WPN	Option 25		
7340	OPN	Option 26		
7440	RDT&E	Option 27		
7540	SCN	Option 28		
7640	FMS	Option 29		
7700	ALL	Option 30		
7800	ALL	Option 31		
7900	ALL	Option 32		

#### 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:

ITEM	ALLOTTED TO	ALLOTTED TO	TOTAL AMOUNT	ESTIMATED PERIOD
	COST	FEE	ALLOTTED	OF PERFORMANCE
421001				05/13/2012-19 Sep
				2012
461001				05/13/2012-19 Sep
				2012
461002				05/13/2012-19 Sep
				2012
461003				05/13/2012-19 Sep
				2012
621001				05/13/2012-19 Sep
				2012
661001				05/13/2012-19 Sep
				2012
412001				Mod 09 - 12/31/2012
421002				Mod 09 - 12/31/2012
461004				Mod 09 - 12/31/2012
612001				Mod 09 - 12/31/2012
661002				Mod 09 -12/31/2012
462001				Mod 10 - 03/31/2013
662001				Mod 10 - 03/31/2013
460005				Deob Mod 11
461003				Deob Mod 11
461004				Deob Mod 11
660003				Deob Mod 11
661001				Deob Mod 11
661002				Deob Mod 11
462002				Mod 12 - 03/31/2013
662002				Mod 12 - 03/31/2013
462003				Mod 13 - 09/30/2013

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462004	Mod 13 - 09/30/2013
662003	Mod 13 - 09/30/2013
662004	Mod 13 - 09/30/2013
413001	Mod 14 - 05/16/2014
613001	Mod 14 - 05/16/2014
413002	Mod 15 - 05/16/2014
461002	N/A; Deob Mod 17
661001	N/A; Deob Mod 17
661002	N/A; Deob Mod 17
662002	N/A; Deob Mod 17
662003	N/A; Deob Mod 18
662004	N/A; Deob Mod 18
714001	Mod 19 - 02/02/2016
914001	Mod 19 - 02/02/2016
714002	Mod 20 - 02/02/2016
430001	N/A
724001	02/01/16 - 09/30/16
924001	02/01/16 - 09/30/16
724002	Mod 24 - 09/30/16
924002	Mod 24 - 09/30/16
412001	Mod 30 deobligation
612001	Mod 30 deobligation

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs 7701AA, 7701AB, 7701AC, 7701AD, 7801AA, 7901AA, 9701AA, 9701AB, 9701AC, 9701D, 9801AA and 9901AA 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

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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.

## 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.

## H81S TRAVEL COSTS AND RESPONSIBILITIES (JUL 2008)

(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 31.2 or 31.3 as applicable. There may be situations where contractor employees and government employees travel together in government vehicles, or in vehicles rented by the government under the terms of the U.S. Car Rental Agreement (currently available at <a href="http://www.defensetravel.dod.mil/Docs/CarRentalAgreement\_050508.pdf">http://www.defensetravel.dod.mil/Docs/CarRentalAgreement\_050508.pdf</a>) 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

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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 #: Wage Determination # 2015-4089 Revision: 3 (as of 5/8/2017) Area: Rhode Island, Newport

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:

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.

## 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 (<u>http://www.defensetravel.dod.mil/Docs/CarRentalAgreement.pdf</u>) 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 I CONTRACT CLAUSES

- 52.204-9 Personal Identity Verification of Contractor Personnel (SEP 2007)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)

## 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

(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.

## ITEM(S) LATEST OPTION EXERCISE DATE

Option	CLINs	Fund Type	Exercise Date-
Option	CLINS	rund Type	No Later
Option 1	4200 & 6200	WPN	6/14/2011
Option 2	4300 & 6300	OPN	9/30/2011
Option 3	4400 & 6400	RDT&E	6/14/2011
Option 4	4500 & 6500	SCN	6/14/2011
Option 5	4600 & 6600	FMS	6/14/2011
_		L	
Option 6	4110 & 6110	OM&N	5/1/2012
Option 7	4210 & 6210	WPN	5/1/2012
Option 8	4310 & 6310	OPN	5/1/2012
Option 9	4410 & 6410	RDT&E	5/1/2012
Option 10	4510 & 6510	SCN	5/1/2012
Option 11	4610 & 6610	FMS	5/1/2012
		L	
Option 12	4120 & 6120	OM&N	5/1/2013
Option 13	4220 & 6220	WPN	5/1/2013
Option 14	4320 & 6320	OPN	5/1/2013
Option 15	4420 & 6420	RDT&E	5/1/2013
Option 16	4520 & 6520	SCN	5/1/2013
Option 17	4620 & 6620	FMS	5/1/2013
		L	
Option 18	4130 & 6130	OM&N	5/1/2014
Option 19	4230 & 6230	WPN	5/1/2014
Option 20	4330 & 6330	OPN	5/1/2014
Option 21	4430 & 6430	RDT&E	5/1/2014
Option 22	4530 & 6530	SCN	5/1/2014
Option 23	4630 & 6630	FMS	5/1/2014
		1	. –

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L	L	L	L l
Option 24	7140 & 9140	OM&N	5/1/2015
Option 25	7240 & 9240	WPN	2/3/2016
Option 26	7340 & 9340	OPN	5/1/2015
Option 27	7440 & 9440	RDT&E	5/1/2015
Option 28	7540 & 9540	SCN	5/1/2015
Option 29	7640 & 9640	FMS	5/1/2015
Option 30	7700 &9700	ALL	09/23/2016
Option 31	7800 & 9800	ALL	09/23/2017

(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 (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (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.

- 52.223-5 Pollution Prevention and Right-to-Know Information (AUG 2003)
- 52.223-11 Ozone-Depleting Substances (MAY 2001)
- 52.244-2 Subcontracts (OCT 2010)
- 52.247-1 Commercials Bill of Lading Notations (APR 1984)
- 252.203-7000 Requirement Relating to Compensation of Former DoD Officials (SEP 2011)
- 252.204-7012 Safeguarding of Unclassified Controlled Technical Information (NOV 2013)
- 252.225-7013 Duty-Free Entry (DEC 2009)
- 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 (Jun 1995) Information Marked with Restrictive Legends

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

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

#### 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

#### 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND (AUG 1996) COPYRIGHT INFRINGEMENT

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

#### 52.245-1 GOVERNMENT PROPERTY (June 2007)

#### 52.245-9 USE AND CHARGES (JUNE 2007)

#### 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)

#### 252.231-7000 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)

#### 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.

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

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

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"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 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—

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(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>.

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

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.

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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/WHD/WAGE/SCADIRV5/SCADIRECTVERS5.PDF

GOVERNMENT EQUIVALENT GS LEVELS:

HTTP://WWW.DOL.GOV/ESA/REGS/COMPLIANCE/WHD/WEB/INDEX.HTM

and OFFICE OF PERSONNEL MANAGEMENT:

HTTP://WWW.OPM.GOV/OCA/06TABLES/

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## SECTION J LIST OF ATTACHMENTS

DD Form 1423-3, CDRLs with TDP worksheet and Addendum

DD Form 254, Revision No. 2,

Government Property Made Available