

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
UPAGE OF PAGES
1 22. AMENDMENT/MODIFICATION NO.
443. EFFECTIVE DATE
16-Dec-20154. REQUISITION/PURCHASE REQ. NO.
1300431421, 1300470810,
13004314215. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N66604

7. ADMINISTERED BY (If other than Item 6)

CODE

S2206A

NUWC, NEWPORT DIVISION
1176 Howell Street, Building 1258
Newport RI 02841-1706
[REDACTED]DCMA BOSTON
495 SUMMER STREET
BOSTON MA 02210-2138

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Mikel Inc.
151 Martine St
Fall River MA 02723-1501

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-05-D-4455-N402

10B. DATED (SEE ITEM 13)

10-Dec-2010

CAGE CODE
1P0F9

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY (Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 2 of 2	DRAFT
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GENERAL INFORMATION

Distribution: KR, 0121/105, DFAS-HQ03387, 1542 [REDACTED]

FSC: R425

SCD Code: C

NUWCDIVNPT Control #: 160570

NUWCDIVNPT Requisition #(s): 1300456298, 1300470931, 1300477299 & 1300470810, 1300431421

NUWCDIVNPT POC: [REDACTED]

The purpose of this modification is to Deobligate funding.

SECTION B - Deobligate Funding as Follows:

Decrease SLIN **930001** from [REDACTED]

Decrease SLIN **940002** from [REDACTED]

Decrease SLIN **940003** from [REDACTED]

Decrease SLIN **910002** from [REDACTED]

Decrease SLIN **940001** from [REDACTED]

SECTION G - LLAs BP/930001, BR/940002, BT/940003, BQ/910002, BM/940001 are decreased by this modification.

SECTION H - Revise Clause 5252.232-9104 Allotment of Funds to reflect decrease in funding as a result of this deobligation.

The Total funding obligated for this task order is **decreased** [REDACTED]

Contractor's Statement of Release: In consideration of the modification agreed regarding the deobligation of funds as cited above, the Contractor hereby releases the Government from any and all liability under this contract regarding further funding of SLINs 930001, 940002, 940003, 910002, 940001.

All other task order terms and conditions remain unchanged.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

4000 [REDACTED]

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4100	R425	[REDACTED]					
410001	R425	[REDACTED]					
410002	R425	[REDACTED]					
410003	R425	[REDACTED]					
410004	R425	[REDACTED]					
410005	R425	[REDACTED]					
410006	R425	[REDACTED]					
410007	R425	[REDACTED]					
4110	R425	[REDACTED]					
411001	R425	[REDACTED]					
411002	R425	[REDACTED]					
411003	R425	[REDACTED]					
4120	R425	[REDACTED]					
412001	R425	[REDACTED]					
412002	R425	[REDACTED]					
4130	R425	[REDACTED]					
413001	R425	[REDACTED]					
413002	R425	[REDACTED]					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
413003	R425	[REDACTED]					
4200	R425	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	
420001	R425	[REDACTED]					
420002	R425	[REDACTED]					
4210	R425	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	
421001	R425	[REDACTED]					
421002	R425	[REDACTED]					
421003	R425	[REDACTED]					
4220	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4230	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
423001	R425	[REDACTED]					
4300	R425	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
430001	R425	[REDACTED]					
430002	R425	[REDACTED]					
4310	R425	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
431001	R425	[REDACTED]					
431002	R425	[REDACTED]					
431003	R425	[REDACTED]					
431004	R425	[REDACTED]					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
431005	R425	[REDACTED]					
431006	R425	[REDACTED]					
431007	R425	[REDACTED]					
4320	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
432001	R425	[REDACTED]					
432002	R425	[REDACTED]					
432003	R425	[REDACTED]					
4330	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
433001	R425	[REDACTED]					
433002	R425	[REDACTED]					
4400	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4410	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4420	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4430	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
443001	R425	[REDACTED]					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000		[REDACTED]			[REDACTED]

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6100	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
610001	R425	[REDACTED]			
610002	R425	[REDACTED]			
610003	R425	[REDACTED]			
610004	R425	[REDACTED]			
610005	R425	[REDACTED]			
6110	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
611001	R425	[REDACTED]			
611002	R425	[REDACTED]			
611003	R425	[REDACTED]			
6120	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
612001	R425	[REDACTED]			
612002	R425	[REDACTED]			
6130	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
613001	R425	[REDACTED]			
613002	R425	[REDACTED]			
613003	R425	[REDACTED]			
6200	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
620001	R425	[REDACTED]			
6210	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
621001	R425	[REDACTED]			
621002	R425	[REDACTED]			
621003	R425	[REDACTED]			
6220	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		[REDACTED]			
6230	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
623001	R425	[REDACTED]			
6300	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
630001	R425	[REDACTED]			
6310	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
631001	R425	[REDACTED]			
631002	R425	[REDACTED]			
631003	R425	[REDACTED]			
631004	R425	[REDACTED]			
6320	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
632001	R425	[REDACTED]			
632002	R425	[REDACTED]			
632003	R425	[REDACTED]			
6330	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
633001	R425	[REDACTED]			
633002	R425	[REDACTED]			
6400	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6410	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6420	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6430	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
643001	R425	[REDACTED]			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
710001	R425	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
710002	R425	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
7200	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
720001	R425	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
7300	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
730001	R425	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
730002	R425	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
730003	R425	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
730004	R425	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
7400	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
740001	R425	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
740002	R425	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
740003	R425	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
740004	R425	[REDACTED]					
7600	R425	[REDACTED]					
7601		[REDACTED]					
7601AA	R425	[REDACTED]					
7601AB	R425	[REDACTED]					
7601AC	R425	[REDACTED]					
7601AD	R425	[REDACTED]					
7601AE	R425	[REDACTED]					
7601AF	R425	[REDACTED]					
7601AG	R425	[REDACTED]					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9100	R425	[REDACTED]			
910001	R425	[REDACTED]			

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
910002	R425	[REDACTED]			
9200	R425	[REDACTED]			
920001	R425	[REDACTED]			
9300	R425	[REDACTED]			
930001	R425	[REDACTED]			
930002	R425	[REDACTED]			
930003	R425	[REDACTED]			
9400	R425	[REDACTED]			
940001	R425	[REDACTED]			
940002	R425	[REDACTED]			
940003	R425	[REDACTED]			
9600	R425	[REDACTED]			
9601		[REDACTED]			
9601AA	R425	[REDACTED]			
9601AB	R425	[REDACTED]			
9601AC	R425	[REDACTED]			
9601AD	R425	[REDACTED]			
9601AE	R425	[REDACTED]			
9601AF	R425	[REDACTED]			

Labor CLIN	Labor Hours	Estimated Cost	Fixed Fee	Total	Fee Rate Per	Fee Percentage
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					Hour	
4100	4,381	████████	████████	\$ ██████	██████	7.88%
4110	4,025	████████	████████	████████	██████	7.90%
4120	6,738	████████	████████	████████	██████	7.89%
4130	3,997	████████	████████	████████	██████	7.86%
4200	5,146	████████	████████	████████	██████	7.90%
4210	1,901	████████	████████	████████	██████	7.92%
4220	33	████████	████████	████████	██████	7.91%
4230	468	████████	████████	████████	██████	7.89%
4300	1,147	████████	████████	████████	██████	7.89%
4310	8,356	████████	████████	████████	██████	7.90%
4320	6,206	████████	████████	████████	██████	7.91%
4330	2,260	████████	████████	████████	██████	7.87%
4400	0	██████	██████	██████	██████	0.00%
4410	0	██████	██████	██████	██████	0.00%
4420	0	██████	██████	██████	██████	0.00%
4430	627	████████	████████	████████	██████	7.87%
7100	9,159	████████	████████	████████	██████	7.86%
7200	8,890	████████	████████	████████	██████	7.88%
7300	4,450	████████	████████	████████	██████	7.88%
7400	3,877	████████	████████	████████	██████	7.88%
7600	20,391	████████	████████	████████	██████	8.89%
7601AA	360	████████	████████	████████	██████	5.92%
7601AB	4,857	████████	████████	████████	██████	6.75%
7601AC	1,500	████████	████████	████████	██████	5.38%
7601AD	150	████████	██████	████████	██████	9.02%
7601AE	650	████████	████████	████████	██████	4.84%
7601AF	650	████████	████████	████████	██████	4.82%
7601AG	2,200	████████	████████	████████	██████	8.23%

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

B30S LEVEL OF EFFORT - TERM (MAR 2010)

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

CLIN	Funding Type	Base or Option #	Hours Contractor Site	Hours Government Site	Total Hours

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 10 of 52	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

4100	RDT&E	Base	4,660	1,997	6,657
4110	RDT&E	Option 4	2,287	5,335	7,622
4120	RDT&E	Option 8	4,716	2,022	6,738
4130	RDT&E	Option 12	2,798	1,199	3,997
7100	RDT&E	Option 16	2,492	1,068	3,560
4200	OMN	Option 1	3,603	1,543	5,146
4210	OMN	Option 5	1,331	570	1,901
4220	OMN	Option 9	23	10	33
4230	OMN	Option 13	328	140	468
7200	OMN	Option 17	6,223	2,667	8,890
4300	OPN	Option 2	803	344	1,147
4310	OPN	Option 6	5,849	2,507	8,356
4320	OPN	Option 10	4,344	1,862	6,206
4330	OPN	Option 14	1,582	678	2,260
7300	OPN	Option 18	3,115	1,335	4,450
4400	SCN	Option 3	0	0	0
4410	SCN	Option 7	0	0	0
4420	SCN	Option 11	0	0	0
4430	SCN	Option 15	439	188	627
7400	SCN	Option 19	2,714	1,163	3,877
7600/ 7601	RDTE, OMN, OPN, SCN	Option 20	21,531	9,227	30,758

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

(b) In the event that the incurred level of effort exceeds by 5% or less of the task order requirement, but does not exceed the estimated cost of the task order, the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 11 of 52	DRAFT
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ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (d) below. This understanding does not supersede or change subsection (d) below, whereby the Contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

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

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

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

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

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

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

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

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

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

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

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

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

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

B42S OPTIONS (JUN 2005)

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

Option No.	CLIN	Fund Type	Exercise Date – No Later Than
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CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 12 of 52	DRAFT
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4	4110 & 6110	RDT&E	01/18/2012
8	4120 & 6120	RDT&E	12/31/2012
12	4130 & 6130	RDT&E	02/28/2014
16	7100 & 9100	RDT&E	12/31/2014
1	4200 & 6200	OMN	3/9/2011
5	4210 & 6210	OMN	01/18/2012
9	4220 & 6220	OMN	12/31/2012
13	4230 & 6230	OMN	12/31/2013
17	7200 & 9200	OMN	06/02/2015
2	4300 & 6300	OPN	3/22/11
6	4310 & 6310	OPN	12/31/2011
10	4320 & 6320	OPN	12/31/2012
14	4330 & 6330	OPN	12/31/2013
18	7300 & 9300	OPN	12/31/2014
3	4400 & 6400	SCN	3/9/2011
7	4410 & 6410	SCN	12/31/2011
11	4420 & 6420	SCN	12/31/2012
15	4430 & 6430	SCN	7/31/14
19	7400 & 9400	SCN	12/31/2014
20	7600 & 9600	RDTE, OMN, OPN and SCN	12/31/2015

B43S OPTIONS AND BASIC AWARD TERM (JAN 2005)

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

B51S PAYMENT OF FIXED FEE - TERM (NOV 2005)

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 13 of 52	DRAFT
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(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments to be paid at the time of each provisional payment. The amount of each such installment is to be in direct ratio of the total fixed fee as the net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled, Level of Effort - Term.

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

HQ B-2-0020 Travel Costs – Alternate I (NAVSEA) (DEC 2005)

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

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

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

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

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

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

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

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 14 of 52	DRAFT
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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work

Submarine Sonar System Technical Support

1.0 INTRODUCTION

The Naval Undersea Warfare Center, Division Newport is tasked as the Technical Direction Agency (TDA) for several major programs/products that provide tactical and strategic combat systems and special mission sensors for the U.S. Navy platforms.

The Sensors and Sonar Systems Department (Code 15) at NUWCDIVNPT is responsible for the Research, Development, Test and Evaluation of all submarine and surface ship sonar including research studies and development efforts aimed at providing new and improved sonar capabilities related to hull mounted arrays, towed arrays and various sensor systems such as the AN/BSQ-15, AN/WLY-1, AN/WLR-9, and AN/BQQ-10. A function of the Acoustic Rapid Commercial-of-the-Shelf (COTS) Insertion (ARCI) Engineering Measurement Program (AEMP) is to conduct Sonar operator performance assessment to provide feedback on new and/or improved systems by reconstructing and playing back real world mission data to Fleet operators in the laboratory.

2.0 SCOPE

The Contractor shall provide technical and analytical services to assess and evaluate the performance of current and future submarine sonar systems. This includes the development of test plans for laboratory and at-sea assessment of system performance, development of analysis tools and metrics to assess performance, development of improved Sonar Signal and Data Processing algorithms, and evaluation of sonar performance during submerged submarine operations in support of the ARCI Engineering Measurement Program (AEMP).

3.0 APPLICABLE DOCUMENTS

The following documents are available for information during the performance of the work required under this contract.

- 3.0.1 ARCI Capabilities Description Document (CDD) (S)
- 3.0.2 Virginia (VA) Functional Requirements Document (FRD) (C)
- 3.0.3 Minefield Acoustic Positioning System Capabilities Description Document (CDD) (C)
- 3.0.4 Submarine Sonar Specification for Advanced Processing Build 2004, Dated 7 January 2010 (C) with Appendix (S)
- 3.0.5 NUWCDIVNPT INST 5500.4 Security Manual
- 3.0.6 NUWCDIVNPT INST 5200.4E Publications and Presentations Guide

4.0 TASK DESCRIPTION

4.1 TEST PLANNING SUPPORT

Using GFI, the Contractor shall provide planning support for the test and evaluation of current and future submarine sonar systems and associated Advanced Processor Builds (APB).

The Contractor shall develop Measurement and Analysis Plans (MAP) and test plans for both laboratory and at-sea assessment of system performance using Test and Evaluation Master Plan (TEMP) metrics (GFI 6.1.6). The Contractor shall also develop MAP and test plans for technical and operational performance of sonar systems utilized in shore-based Submarine Multi-Mission Team Trainers (SMMTT) and On-Board Team Trainers (OBTT) stimulation environments to meet the capabilities in the ARCI CDD (applicable document 3.0.1). The MAP shall identify the methodology to collect, analyze, and report on data for reconstruction and post-analysis performance assessment, as well as reliability and longevity requirements for test tools developed under this SOW. The test plans shall identify specific run geometries, water space management, data collection requirements, manning, critical operational and technical parameters, test objectives, and evaluation criteria for pass/fail.

4.1.1 Deliverable Product:

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 15 of 52	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

The Contractor shall deliver the MAP and test plans in accordance with CDRLs A001 and A002, respectively.

4.1.2 Performance standard:

All comments are resolved after 1 Government review. All test geometries and objectives provide traceability to TEMP (GFI 6.1.6)

4.2 ANALYSIS TOOLS

The Contractor shall develop analysis tools required in the collection, archiving and analysis of test results used to determine submarine sonar system performance evaluation as identified in MAP (CDRL A001). The Contractor shall conduct testing of the analysis tools to validate against the MAP (CDRL A001). The Contractor shall prepare a certification report detailing the test approach used to validate the analysis tools and document the test results against the MAP.

After Government evaluation and assessment of performance of the tools during at-sea testing, the Contractor shall update analysis tools using GFI 6.0.10. The Contractor shall conduct testing of the updated analysis tools to validate incorporation of the recommended updates. The Contractor shall prepare a certification report detailing the test approach used to validate the analysis tools and document the test results against the recommended updates.

4.2.1 Deliverable Product:

The Contractor shall deliver a tool certification report in accordance with CDRL A003. Upon Government approval of the tool certification report, the Contractor shall deliver the analysis tools and supporting documentation in accordance with CDRLs A004 and A005, respectively.

4.2.2 Performance standard:

Certification report provides clear concise description of test approach and documents test results to meet the objectives identified in the MAP. Software longevity exceeds requirement identified in MAP. Analysis tool functionality meets requirements of MAP.

4.3 SUBMARINE ACOUSTIC NAVIGATION TOOL

The Contractor shall develop an acoustic navigation tool to provide accurate positions and performance assessment for improved minefield training with real-time feedback to the ship's commanding officer. The Contractor shall conduct testing to validate the software against the Minefield System CDD (applicable document 3.0.3).

After Government evaluation and assessment of performance of the tool during at-sea testing, the Contractor shall update acoustic navigation tool using GFI 6.0.10. The Contractor shall conduct testing of the updated acoustic navigation tool to validate incorporation of the recommended updates. The Contractor shall prepare a certification report detailing the test approach used to validate the acoustic navigation tool and document the test results against the recommended updates.

4.3.1 Deliverable Product:

The Contractor shall deliver a certification report to show it meets CDD (applicable document 3.0.3) in accordance with CDRL A006. Upon Government approval of the tool certification report, the Contractor shall deliver the analysis tools and supporting documentation in accordance with CDRLs A007 and A008, respectively.

4.3.2 Performance standard:

Certification report provides clear concise description of test approach and documents test results to meet the objectives identified in the MAP (CDRL A001). Software longevity exceeds requirement identified in MAP (CDRL A001). Acoustic reconstruction tool functionality meets requirements of minefield thresholds specified in Minefield System CDD.

4.4 ALGORITHM IMPROVEMENT

The Contractor shall review and analyze the existing baseline in the Sonar Specification (applicable document 3.0.4). The Contractor shall identify Sonar Signal and Data Processing techniques for improved bearing estimation techniques, improved active intercept and passive ranging, and improved tracking and localization techniques to determine the tactical picture based on processing both sonar array and sensor level data fusion algorithms to meet the objectives identified in ARCI CDD and VA FRD (applicable documents 3.0.1 and 3.0.2). The Contractor shall conduct a feasibility study of proposed techniques to validate the expected performance meets the objectives and to

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 16 of 52	DRAFT
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quantify the expected improvements against the existing baseline.

4.4.1 Deliverable Product:

The Contractor shall deliver a report that includes proposed techniques, feasibility study and recommendations for improvements in accordance with CDRL A009.

4.4.2 Performance standard:

The report includes accurate in-depth analyses, clearly identified issues and provides technically executable recommendations or actions to be taken to improve the algorithms.

4.5 TEST EXECUTION SUPPORT

The Contractor shall support the Test Team to measure and evaluate performance of fielded submarine combat systems. The Contractor shall provide technical support in the operation and troubleshooting of the analysis tools and acoustic navigation tool (developed under this SOW paragraphs 4.2 and 4.3). The Contractor shall gather metrics as identified in the MAP (CDRL A001). The Government will provide test schedule (GFI 6.1.8) to the Contractor 30 days before the test. Travel will be required and may include periods of being underway on US Naval Ships (Submarine and Surface ships).

The Contractor shall generate a 'quick look' test report identifying the percentage of tests completed, initial observations, and data collected (including environmental and sonar sensor data) in accordance with MAP (CDRL A001). The Contractor shall generate a final test report identifying the percentage of tests completed, initial observations, data collected (including environmental and sonar sensor data) in accordance with MAP (CDRL A001), issues and problems encountered during the test, analysis of the issues and problems, and recommendations on how to improve subsequent test executions.

4.5.1 Deliverable Product:

The Contractor shall deliver the test reports in accordance with CDRL A00A.

4.5.2 Performance standard:

The report is technically accurate, clear and concise; includes operational considerations, and recommendations are sound and actionable.

4.6 EVALUATION AND ASSESSMENT OF PERFORMANCE

Using GFI, the Contractor shall evaluate and assess sonar performance in support of the ARCI Engineering Measurement Program (AEMP). The Contractor shall review Submarine operations data (GFI 6.1.9) to identify target of opportunity data segments for analysis. For the identified target of opportunity data segments, the Contractor shall analyze and evaluate sonar performance during submerged submarine operations. The Contractor shall assess the impact of the acoustic environment on submarine sonar performance and provide an assessment on how sonar performance impacts submarine operations and mission.

The Contractor shall generate a report detailing target of opportunity cases studies evaluated, analysis of performance including pass/fail criteria (identified in GFI 6.0.6), and whether the system met the system performance requirements (applicable documents 3.0.1 through 3.0.3).

4.6.1 Deliverable Product:

The Contractor shall deliver the report in according with CDRL A00B.

4.6.2 Performance standard:

Target of opportunity cases are tactically and operationally relevant. The analysis is traceable to CDD metrics. The assessment clearly states pass/fail performance.

4.7 TECHNICAL REVIEWS

The Contractor shall participate in sponsor-established working groups responsible for coordinating and/or executing test and evaluation activities. These groups include the Joint Test Group (JTG), Test and Evaluation Integrated Process Team (IPT), and the Submarine Warfare Federated Tactical Systems (SWFTS) Test and Evaluation Working Group. The Contractor shall present their findings/analyses, provide technical expertise and respond to questions relative to the operation of the analysis tools and acoustic navigation tools.

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 17 of 52	DRAFT
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4.7.1 Deliverable Product:

The Contractor shall prepare and deliver trip reports in accordance with CDRL A00C. The report shall include at a minimum the date, location, and purpose of the trip.

4.7.2 Performance standard:

The report is concise and accurate, and reflects purpose of trip and discussions.

4.8 SOFTWARE DEVELOPMENT PLAN (SDP)

Upon contract award, the Contractor shall maintain and modify developed software (SOW paragraphs 4.2 and 4.3) using the established Software Development Plan (SDP) submitted in the proposal. The Contractor shall provide a final SDP detailing software support requirements.

4.8.1 Deliverable Product:

The Contractor shall provide a Software Development Plan in accordance with CDRL A00E.

4.8.2 Performance standard:

Final software development plan is accurate and complete, and delivered in a timely manner.

5.0 REPORTING

The Contractor shall deliver monthly cost and performance reports. These reports shall document the technical and financial status including technical progress against schedule, activity since last report, information of potential problem areas, development status, test results (as required), and cost schedule (CDRL A00D).

6.0 GOVERNMENT FURNISHED INFORMATION (GFI)

The following GFI shall be provided upon contract award to support the efforts defined in Section 4.0 of this Statement of Work (SOW):

- 6.0.4 ARCI Test and Evaluation (T&E) Master Schedule
- 6.0.5 ARCI Interactive Electronic Technical Manual (IETM)
- 6.0.6 ARCI Test and Evaluation Master Plan (TEMP)
- 6.0.7 ARCI Advanced Processor Build (APB) Content Letter
- 6.0.8 Test schedule
- 6.0.9 Reconstruction Data Package
- 6.0.10 Government Evaluation & Assessment Recommendations for Tool Updates

Manpower Report Note

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

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

C16S COST AND PERFORMANCE REPORTING (NOV 2011)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into Wide Area Workflow (WAWF). Compliance

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 18 of 52	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

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

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

(1) Access:

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

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

(2) Format.

a) eCRAFT: Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCraft) as defined in the EPRU manual.

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

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

a) eCRAFT: Supporting documentation in eCRAFT shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime), and ODCs (materials and travel).

b) Contractor's Performance Report:

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 19 of 52	DRAFT
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(4) Submission and Approval.

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

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

C25S ACCESS TO GOVERNMENT SITE (OCT 2009)

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

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

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

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

(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.

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 20 of 52	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

C55S Software Development Requirements (NAVSEA) (DEC 2006)

(a) The contractor shall define a general Software Development Plan (SDP) appropriate for the computer software effort to be performed under this contract. The SDP shall, at a minimum:

(1) Define the contractor's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE/EIA Std. 12207.0;

(2) Contain the information defined by IEEE/EIA Std. 12207.1, section 5.2.1 (generic content) and the Plans and Procedures in Table 1 of IEEE/EIA Std. 12207.1. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted;

(3) Identify the specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification;

(4) Document all processes applicable to the system to be acquired, including the Primary, Supporting, and Organizational life cycle processes as defined by IEEE/EIA Std. 12207 as appropriate. Such processes shall be equivalent to those articulated by CMMI®;

(5) Include the content defined by all information items listed in Table 1 of IEEE/EIA Std. 12207.1, as appropriate for the system and be consistent with the processes proposed by the developers;

(6) Adhere to the characteristics defined in section 4.2.3 of IEEE/EIA Std. 12207, as appropriate;

(7) Describe the overall life cycle and include primary, supporting, and organizational processes based on the work content of this contract;

(8) Be in accordance with the framework defined in IEEE/EIA Std. 12207.0, including, but not limited to, defining the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks;

(9) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with section 6.5.3a of IEEE/EIA Std. 12207.1, such information shall at a minimum contain, specific standards, methods, tools, actions, reuse strategy, and responsibility associated with the development and qualification of all requirements, including safety and security.

(b) The SDP shall be delivered to the Government for concurrence under **CDRL A00E** and shall not

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 21 of 52	DRAFT
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vary significantly from that proposed to the Government for evaluation for award. The contractor shall follow the Government concurred with SDP for all computer software to be developed or maintained under this effort. Any changes, modifications, additions or substitutions to the SDP also require prior Government concurrence.

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:

- 36 C.F.R. § 1194.21 - Software applications and operating systems
- 36 C.F.R. § 1194.22 - Web-based and internet information and applications
- 36 C.F.R. § 1194.23 - Telecommunications products
- 36 C.F.R. § 1194.24 - Video and multimedia products
- 36 C.F.R. § 1194.25 - Self contained, closed products
- 36 C.F.R. § 1194.26 - Desktop and portable computers
- 36 C.F.R. § 1194.31 - Functional Performance Criteria
- 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 <http://www.itic.org/index.php?submenu=Resources&submenu=Resources&src=gendocs&ref=vpats&category=resources> or <http://www.buyaccessible.gov/> for more information on VPATs and GPATs or contact <http://www.access-board.gov/contact.htm> or www.gsa.gov/section508

(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.

HQ C-2-0059 Updating Specifications and Standards (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract 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 contract.

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 22 of 52	DRAFT
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SECTION D PACKAGING AND MARKING

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

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

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

ORDER NUMBER: (from Task Order Block 2)

REQUISITION NUMBER: (from Task Order General Information Section)

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

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

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

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

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

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

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

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

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

D24S PROHIBITED PACKING MATERIALS (JUN 2004)

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

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 23 of 52	DRAFT
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SECTION E INSPECTION AND ACCEPTANCE

In accordance with Section E of the MAC contract, the following cost reimbursement clauses are hereby incorporated by reference:

a. FAR:

52.246-3 INSPECTION OF SUPPLIES – COST- REIMBURSEMENT (MAY 2001)

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

52.247-34 F.O.B. DESTINATION (NOV 1991)

b. DFARS:

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) 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) **All designated LABOR CLINs**- Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 24 of 52	DRAFT
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SECTION F DELIVERABLES OR PERFORMANCE

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

4100	12/10/2010 - 9/30/2011
4110	1/18/2012 - 9/30/2012
4120	12/18/2012 - 9/30/2013
4130	2/12/2014 - 9/30/2014
4200	12/23/2010 - 9/30/2011
4210	1/18/2012 - 9/30/2012
4230	11/26/2013 - 9/30/2014
4300	3/16/2011 - 9/30/2011
4310	7/29/2011 - 7/28/2012
4320	10/1/2012 - 9/30/2013
4330	10/1/2013 - 9/30/2014
4430	7/21/2014 - 9/30/2014
6100	12/10/2010 - 9/30/2011
6110	1/18/2012 - 9/30/2012
6120	12/18/2012 - 9/30/2013
6130	2/12/2014 - 9/30/2014
6200	12/23/2010 - 9/30/2011
6210	1/18/2012 - 9/30/2012
6230	11/26/2013 - 9/30/2014
6300	3/16/2010 - 9/30/2011
6310	7/29/2011 - 7/28/2012
6320	10/1/2012 - 9/30/2013
6330	10/1/2013 - 9/30/2014
6430	7/21/2014 - 9/30/2014
7100	10/1/2014 - 9/30/2015
7200	6/2/2015 - 8/1/2015
7300	10/9/2014 - 9/30/2015
7400	10/1/2014 - 9/30/2015
7600	10/1/2015 - 9/30/2016
7601AA	10/1/2015 - 9/30/2016
7601AB	10/1/2015 - 9/30/2016
7601AC	10/1/2015 - 9/30/2016
7601AD	10/1/2015 - 9/30/2016
7601AE	10/1/2015 - 9/30/2016
7601AF	10/1/2015 - 9/30/2016
7601AG	12/4/2015 - 9/30/2016
9100	10/1/2014 - 9/30/2015
9200	6/2/2015 - 8/1/2015
9300	10/9/2014 - 9/30/2015
9400	10/1/2014 - 9/30/2015
9600	10/1/2015 - 9/30/2016

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 25 of 52	DRAFT
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9601AA	10/1/2015 - 9/30/2016
9601AB	10/1/2015 - 9/30/2016
9601AC	10/1/2015 - 9/30/2016
9601AD	10/1/2015 - 9/30/2016
9601AE	10/1/2015 - 9/30/2016
9601AF	12/4/2015 - 9/30/2016

F1S PERIOD OF PERFORMANCE (JUN 2010)

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

CLIN	Funding Type	Base or Option #	Performance Period
4100 & 6100	RDT&E	Base	12/10/2010 - 9/30/2011
4200 & 6200	OMN	Option 1	12/23/2010 - 9/30/2011
4300 & 6300	OPN	Option 2	3/16/2011 - 9/30/2011
4400 & 6400	SCN	Option 3	12/10/2010 - 9/30/2011*
4110 & 6110	RDT&E	Option 4	01/18/2012 - 9/30/2012
4210 & 6210	OMN	Option 5	01/18/2012 - 9/30/2012
4310 & 6310	OPN	Option 6	10/1/2011 - 9/30/2012
4410 & 6410	SCN	Option 7	10/1/2011 - 9/30/2012*
4120 & 6120	RDT&E	Option 8	12/18/2012 - 9/30/2013
4220 & 6220	OMN	Option 9	10/1/2012 - 9/30/2013*
4320 & 6320	OPN	Option 10	10/1/2012 - 9/30/2013
4420 & 6420	SCN	Option 11	10/1/2012 - 9/30/2013*
4130 & 6130	RDT&E	Option 12	02/12/2014 - 9/30/2014
4230 & 6230	OMN	Option 13	11/26/2013 - 9/30/2014
4330 & 6330	OPN	Option 14	10/1/2013 - 9/30/2014
4430 & 6430	SCN	Option 15	07/21/14 - 9/30/2014
7100 & 9100	RDT&E	Option 16	10/1/2014 - 9/30/2015
7200 & 9200	OMN	Option 17	6/02/2015 - 08/01/2015
7300 & 9300	OPN	Option 18	10/9/2014 - 9/30/2015
7400 & 9400	SCN	Option 19	10/1/2014 - 9/30/2015
7600 & 9600	RDTE, OMN, OPN, SCN	Option 20	10/1/15 - 9/30/16

NOTE: Priced SLINs under CLINs 7600/9600 will not be reflected in the above table since their POP start and end dates are generated by the Seaport-E system within Section F.

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

F18S DELIVERY AT DESTINATION (2004)

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 26 of 52	DRAFT
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(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 NUWC DIVNPT, the Contractor's facility or other locations, as required by the statement of work.

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 27 of 52	DRAFT
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SECTION G CONTRACT ADMINISTRATION DATA

252.207-0001 LINE ITEM SPECIFIC: SINGLE FUNDING (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

NOTE: This clause is applicable to CLINs 7600, 7601, 9600, 9601 and their associated SLINs.

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.

(c) The Payment Office shall ensure that each payment under this contract is made in accordance with the specific ACRNs and SLIN numbers shown on each individual invoice, including attached data.

NOTE: This clause is applicable to all CLINs, with the exception of CLINs 7600, 7601, 9600, 9601 and their associated SLINs.

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2011)

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

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

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

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

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

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2011)

(a) Functions: The Procuring Contracting Officer (PCO) for this contract is identified on the basic

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 28 of 52	DRAFT
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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.

(c) The Contracting Officer is:

[REDACTED]

(d) The Task Order Negotiator is: LEAVE BLANK

[REDACTED]

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

[REDACTED]

(f) The Contracting Officer's Representative (COR) and Alternate Contracting Officer's

[REDACTED]

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 29 of 52	DRAFT
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[REDACTED]

The COR is responsible for those specific functions assigned in the COR Appointment Letter.

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

[REDACTED]

E-Mail: [REDACTED]

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

[REDACTED]

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

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

((b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 30 of 52	DRAFT
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(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

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

Type of Document(s) (*contracting officer check all that apply*)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	<u>N66604</u>
Admin DODAAC	<u>S2206A</u>
Pay Office DODAAC	<u>HQ0337</u>
Inspector DODAAC	<u>Leave Blank</u>
Service Acceptor DODAAC	<u>Leave Blank</u>
Service Approver DODAAC	<u>N66604</u>
Ship To DODAAC	<u>Leave Blank</u>
DCAA Auditor DODAAC	<u>HAA610</u>
Inspection Location	<u>Leave Blank</u>
Acceptance Location	<u>Leave Blank</u>

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

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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 COST	ALLOTTED TO FEE	TOTAL AMOUNT ALLOTTED	ESTIMATED PERIOD OF PERFORMANCE
				Date of award -9/30/2012
631003				01/18/2012-09/30/2012
431006				Date of award -9/30/2012
411002				Date of award-9/30/2012
611002				Date of award-9/30/2012
411003				Date of award -9/30/12
421002				Date of award -9/30/12
611003				Date of award -9/30/12
621002				Date of award -9/30/12
421003				Date of award-9/30/12
431007				Date of award-9/30/12
621003				Date of award-9/30/12
631004				Date of award-9/30/12
432001				10/1/12- 9/30/13
432002				10/1/12- 9/30/13
632001				10/1/12- 9/30/13
632002				10/1/12- 9/30/13
412001				12/18/12 - 9/30/2013
612001				12/18/12 - 9/30/2013
432003				Date of Award -9/30/13

632003	\$25,000.00 - \$11,000.00 (per Mod 41) = \$14,000.00	\$0.00	\$25,000.00 - \$11,000.00 (per Mod 41) = \$14,000.00	Date of Award - 9/30/13
412002	[REDACTED]	[REDACTED]	[REDACTED]	Date of Award - 9/30/13
612002	[REDACTED]	[REDACTED]	[REDACTED]	Date of Award - 9/30/13
433001	[REDACTED]	[REDACTED]	[REDACTED]	10/1/13 - 9/30/14
633001	[REDACTED]	[REDACTED]	[REDACTED]	10/1/13 - 9/30/14
423001	[REDACTED]	[REDACTED]	[REDACTED]	11/26/13 - 9/30/14
623001	[REDACTED]	[REDACTED]	[REDACTED]	11/26/13 - 9/30/14
413001	[REDACTED]	[REDACTED]	[REDACTED]	02/12/14 - 9/30/14
613001	[REDACTED]	[REDACTED]	[REDACTED]	02/12/14 - 9/30/14
433002	[REDACTED]	[REDACTED]	[REDACTED]	Date of Award - 9/30/14
633002	[REDACTED]	[REDACTED]	[REDACTED]	Date of Award - 9/30/14
413002	[REDACTED]	[REDACTED]	[REDACTED]	Date of Award - 9/30/14
613002	[REDACTED]	[REDACTED]	[REDACTED]	Date of Award - 9/30/14
413003	[REDACTED]	[REDACTED]	[REDACTED]	Date of Award - 9/30/14
613003	[REDACTED]	[REDACTED]	[REDACTED]	Date of Award - 9/30/14
443001	[REDACTED]	[REDACTED]	[REDACTED]	07/21/14 - 09/30/14
643001	[REDACTED]	[REDACTED]	[REDACTED]	07/21/14 - 09/30/14
740001	[REDACTED]	[REDACTED]	[REDACTED]	10/01/14 - 09/30/15
940001	[REDACTED]	[REDACTED]	[REDACTED]	10/01/14 - 09/30/15
710001	[REDACTED]	[REDACTED]	[REDACTED]	9/30/15
910001	[REDACTED]	[REDACTED]	[REDACTED]	9/30/15
730001	[REDACTED]	[REDACTED]	[REDACTED]	9/30/15
930001	[REDACTED]	[REDACTED]	[REDACTED]	9/30/15
710002	[REDACTED]	[REDACTED]	[REDACTED]	Effective Date of Mod 35 - 9/30/2015

740002	[REDACTED]	[REDACTED]	[REDACTED]	Effective Date of Mod 35 - 9/30/2015
910002	[REDACTED]	[REDACTED]	[REDACTED]	Effective Date of Mod 35 - 9/30/2015
940002	[REDACTED]	[REDACTED]	[REDACTED]	Effective Date of Mod 35 - 9/30/2015
730002	[REDACTED]	[REDACTED]	[REDACTED]	Effective Date of Mod 36 - 9/30/15
740003	[REDACTED]	[REDACTED]	[REDACTED]	Effective Date of Mod 36 - 9/30/15
940003	[REDACTED]	[REDACTED]	[REDACTED]	Effective Date of Mod 36 - 9/30/15
730003	[REDACTED]	[REDACTED]	[REDACTED]	Effective Date of Mod 37 - 9/30/15
930002	[REDACTED]	[REDACTED]	[REDACTED]	Effective Date of Mod 37 - 9/30/15
740004	[REDACTED]	[REDACTED]	[REDACTED]	Effective Date of Mod 37 - 9/30/15
720001	[REDACTED]	[REDACTED]	[REDACTED]	Effective Date of Mod 38 - 08/01/15
920001	[REDACTED]	[REDACTED]	[REDACTED]	Effective Date of Mod 38 - 08/01/15
730004	[REDACTED]	[REDACTED]	[REDACTED]	Effective Date of Mod 40 -09/30/15
930003	[REDACTED]	[REDACTED]	[REDACTED]	Effective Date of Mod 40 -09/30/15

(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) All associated SLINs under CLINs 7601 and 9601 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.

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 46 of 52	DRAFT
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5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

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

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

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

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

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

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

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

H40S KEY PERSONNEL (FEB 2007)

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

Name	Company	Labor Category
Brian Guimond	MIKEL	Engineer IV
Thomas Casey	MIKEL	Manager, Program/Project III
Tom Stewart	Marine Acoustics	Manager, Program/Project III
Ken Hunter; Skevos (Steve) Psaras	Marine Acoustics	Engineer, Acoustical III

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 47 of 52	DRAFT
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H61S GOVERNMENT FURNISHED PROPERTY (GFP) (NOV 2010)

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

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in the attached, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following location: **See Attachment # 2**

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

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

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

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided below:

Wage Determination #: 05-2467 Revision: 16 (Effective 7/8/15) Area: RI (Statewide)

Wage Determination #: 05-2259 Revision: 17 (Effective 7/8/15) Area: MA (Bristol County)

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? No.
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.

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 48 of 52	DRAFT
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SECTION I CONTRACT CLAUSES

The following are clauses incorporated by reference:

I. FAR:

- 52.204-2 Security Requirements (AUG 1996)
- 52.204-9 Personal Identity Verification of Contractor Personnel (Sep 2007)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010)
- 52.222-41 Service Contract Act of 1965 (NOV 2007)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
- 52.227-14 Rights in Data - General (DEC 2007)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
- 52.244-2 SUBCONTRACTS (Oct 2010)
- 52.245-1 GOVERNMENT PROPERTY (June 2007)
- 52.245-9 USE AND CHARGES (JUNE 2007)

II. DFARS:

- 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
- 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
- 252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (NOV 1995)
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Jun 1995)
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
- 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS COMPUTER SOFTWARE (JUN 1995)
- 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION WITH RESTRICTIVE LEGENDS (JUN 1995)
- 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
- 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)
- 252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (NOV 2004)
- 252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (JUN 2004)
- 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 49 of 52	DRAFT
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252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (FEB 2011)

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

The following clauses are provided in full text:

52.244-2 SUBCONTRACTS (OCT 2010)

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

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 50 of 52	DRAFT
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- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

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

Systems Engineering Associates Corp. (SEACORP)

Marine Acoustics

Gryphon Technologies

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

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

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

Employee Class Monetary Wage - Fringe Benefits

(End of Clause)

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

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 51 of 52	DRAFT
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EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

<http://www.dol.gov/whd/regs/compliance/wage/SCADirV5/SCADirectVers5.pdf>

GOVERNMENT EQUIVALENT GS LEVELS:

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

and

OFFICE OF PERSONNEL MANAGEMENT:

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

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 44	PAGE 52 of 52	DRAFT
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SECTION J LIST OF ATTACHMENTS

Exhibit "A" - DD Form 1423, Contract Data Requirements List (with Addendum)(Rev 1)

Government Property Made Available

DD Form 254, Contract Security Classification Specification (Revision #4)