

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE J	PAGE OF PAGES 1   4	
2. AMENDMENT/MODIFICATION NO. 15	3. EFFECTIVE DATE 04-Feb-2009	4. REQUISITION/PURCHASE REQ. NO. N66604-09-MR-56645		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NUWC, NEWPORT DIVISION Simonpietri Drive, Building 11 Newport RI 02841-1706 alyson.medeiros@navy.mil 401-832-1588	CODE N66604	7. ADMINISTERED BY (If other than Item 6) DCMA LONG ISLAND 605 STEWART AVENUE GARDEN CITY NY 11530-4761		CODE S3309A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) PURVIS Systems Inc. 5225 ROUTE 347, SUITE 11 PORT JEFFERSON STATION NY	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4109-N404
CAGE CODE 52644	FACILITY CODE 065935686
10B. DATED (SEE ITEM 13) 23-Oct-2006	

**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)

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

<input type="checkbox"/>	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"/>	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 43.130(a) 'Administrative'; FAR 52.232-22 'Limitation of Funds'
<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) Michelle R. Craft, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) C. W. Kanoff, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Michelle R. Craft (Signature of person authorized to sign)	15C. DATE SIGNED 03-Feb-2009	16B. UNITED STATES OF AMERICA BY /s/C. W. Kanoff (Signature of Contracting Officer)	16C. DATE SIGNED 04-Feb-2009

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B30S LEVEL OF EFFORT - TERM (NOV 2005)

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

Item	Manhours	
	Contractor Site	Government Site
Base	539	0
Option 1	8,877	0
Option 2	7,603	0
Option 3	Eliminated in Mod 13	
Option 4	Eliminated in Mod 06	
Option 5	Eliminated in Mod 13	

The term of each CLIN is defined in section F of the task order. The total estimated level of effort is expected to occur evenly over the task order term.

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

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

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

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

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

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

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

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

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

(f) Within thirty days after completion of the task order, the Contractor shall submit the following information in writing directly to the Task Order Ordering Officer, the TOM and the Defense Contract Audit Agency office to which vouchers are submitted.

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

(2) A breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the task order

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schedule, including the identification of the key employees utilized;

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

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

**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:

CLINS	Option No.	Exercise Date - No Later Than
1202/3202	1	12/30/2007
1203/3203	2	12/30/2008
4200/6200	3	Eliminated in Mods 11 & 13
4201/6201	4	Eliminated in Mod 06
4202/6202	5	Eliminated in Mods 11 & 13

**B43S OPTIONS AND BASIC AWARD TERM (JAN 05)**

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

**B51S PAYMENT OF FIXED FEE - TERM (NOV 2005)**

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

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

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

#### Homeland Security Support Services

##### 1.0 Background

The mission of the Naval Sea Systems (NAVSEA) Command Naval Undersea Warfare Center Division Newport (NUWC DIVNPT) is to provide research, development, test and evaluation, engineering, and Fleet support for Submarines, Autonomous Underwater Systems, Undersea Offensive and Defensive Weapon Systems and Countermeasures associated with Undersea Warfare. Technical transfer of key technologies is another important mission area.

In support of the Global War On Terror (GWOT), Northern Command (NORTHCOM), NAVSEA's Homeland and Force Protection, Product Area Director, and Navy Anti-Terrorism Technology Coordination Office (NATTCO), Navy Anti-Terrorism/Force Protection Office and the Department of Homeland Security, NUWC DIVNPT established the Homeland Security (HLS) Programs Office. The HLS Programs Office serves as the focal point within the Division for Homeland Security, Homeland Defense and Force Protection related initiatives including: research, development, test and evaluation of new sensors and systems for perimeter security, in-water sensing, maritime domain awareness, protection of Fleet assets, base protection, bio-chemical detection, unattended ground sensing, IT asset protection and security and port and harbor security.

The Division has also established a Memorandum of Understanding with the US Coast Guard R&D Center to serve as a technical advisor for the test and evaluation of sensors and systems being developed for port and harbor security. The Division has a variety of initiatives it is pursuing many dealing outside the traditional customer base including the protection of national assets such as commercial and military airports, power plants, key industrial facilities, dams and reservoirs and Operation LIBERTY SHIELD. Additionally NUWC is taking an increasing role in swimmer defense efforts. The Division is also tasked with cooperating with and assisting nearby state and local governments in establishing coordinated response to terrorist events and natural disasters including the development and assessment of situational awareness models and systems, first responder devices and systems, environmental parameter prediction models and integrated security sensor systems.

##### 2.0 Scope

In accordance with the Basic SEAPORT-e Contract Statement of Work (SOW) Sections 3.0 through 16.0, the Contractor shall provide project management support and technical and engineering assessment, testing and management support services related to Homeland Defense (HLD), Homeland Security (HLS) Anti-Terrorism/Force Protection (AT/FP), Operations Other Than War and the Global War on Terrorism (GWOT) for both U.S. Department of Navy Sponsors (OMN funding) and other U.S. Government and Department of Defense Sponsors (non-Navy, RDT&E funding).

##### 3.0 APPLICABLE DOD/MIL STANDARDS/SPECIFICATIONS/DOCUMENTS

MIL-STD-490A Specification Practices

MIL-STD 831 Test Reports, Preparation of

MIL-STD 100E Engineering Drawing Practices

Congressional Report RL31615 Homeland Security: The Department of Defense's Role, May 14, 2003

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HSPD-13, Maritime Security Policy, 21 December 2004

DoD Directive 2000.12, DoD Antiterrorism (AT) Program, 18 August 2003

DoD Directive 3020.40 Defense Critical Infrastructure Program (DCIP), August 19, 2005

DoD Directive 3020.36 Assignment of National Security Emergency Preparedness, 2 Nov 1998

National Strategy for the Physical Protection of Critical Infrastructures and Key Assets. National Infrastructure Advisory Council (NIAC) February, 2003

Cyber Security: A Crises of Prioritization, President's Information Technology Advisory Committee, February 2005

GAO 03-233 CRITICAL INFRASTRUCTURE PROTECTION Challenges for Selected Agencies and Industry Sectors, February 2003

CJCSI 3209.01 Critical Infrastructure Protection (Draft)

JP 3-26 Homeland Security, 2 August 2005

JP 3-07 Joint Doctrine for Military Operations Other Than War (MOOTW), 16 June 1995

NAVMC DIRECTIVE 3500.86 ANTITERRORISM/CRITICAL INFRASTRUCTURE PROTECTION TRAINING AND READINESS MANUAL, 20 Jul 05

USCG Report USCG Maritime Security Strategy, January 22, 2004

USCG Report USCG Maritime Domain Awareness (MDA) – A National Maritime Intelligence Capability for Securing the Homeland, April 23, 2003

DoD Document Strategy for Homeland Defense and Civil Support, June 2005

In addition to the NUWCDIVNPT Style Guide – TD#11,255, the Contractor is encouraged to employ established, generally accepted commercial practices, procedures, and systems where appropriate and beneficial.

#### 4.0 BASE PERIOD REQUIREMENTS

##### 4.1 Program Management Support

The Contractor shall provide program management support in development of program plans, proposals, presentations, work breakdown structures, staffing plans and financial documentation as required for NUWCDIVNPT Homeland Security (HLS), Homeland Defense (HLD), Anti-Terrorism/Force Protection (AT/FP) projects, programs and system developments.

The Contractor shall research and analyze the NUWCDIVNPT HLS/HLD and AT/FP annual business plan submittals and the NUWC and Division Newport strategic plans, in order to gather information to provide an assessment report on the HLS/HLD and AT/FP business/technological environment and organizational capabilities. Additionally, the Contractor shall highlight the areas where NUWC may not achieve business and technical objectives as defined by NUWC Leadership in the annual planning guidance. The Contractor shall perform a detailed Technical Assessment of NUWC's capabilities for their relevance to HLS/HLD and AT/FP needs, by conducting a review of the NUWC and Division Newport Departmental Technical Capabilities and Functions. In addition, the Contractor shall research and identify external drivers, policies and initiatives, which affect NUWC's HLS/HLD and AT/FP mission and related business and technology areas, and provide a report for action resolution or further analysis.

The Contractor shall provide support services for the development of proposals and presentations for applying NUWC-developed technologies to HLS, HLD and AT/FP projects and funding opportunities utilizing provided GFI.

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The Contractor shall develop engineering design proposals, R&D proposals and system installation cost and schedules proposals utilizing provided GFI.

#### 4.1.1 Deliverable Product and Schedule

##### 4.1.1.2 For U.S. Government and Department of Defense Sponsors, RDT&E Funding

The Contractor shall prepare, using GFI provided, HLS, HLD and AT/FP analyses and assessments reports, plans and proposals in graphic and narrative format IAW CDRLs A001 and A002. The Contractor shall provide research and action reports, and program financial documentation shall be delivered IAW CDRL A003. Work breakdown structures shall be developed and delivered IAW CDRL A009.

Standard: Analyses are technically sound. Recommendations are sound, clear and actionable. Documents conform to NUWC Division Newport Administrative Publication 11,255 of 15 June 2001 - Publications and

Presentations Guide. Deliverables are free of extensive errors or omissions, and require no more than minor revisions or corrections.

#### 4.2 Presentation and Documentation Support

The Contractor shall design and develop marketing and descriptive presentations, program plans, proposals, videos and articles for HLS, HLD and AT/FP technologies, sensors and systems for government and commercial applications of NUWC-owned patents and intellectual property provided as GFI. Updates to the archival materials shall be developed using NUWC DIVNPT input. Marketing and descriptive materials shall be tailored to Navy flag-level officers and government SES-level executives and senior management executives of commercial companies.

In accordance with the HLS Programs Office presentation schedule (GFI) the Contractor shall deliver technical and programmatic presentations for the aforementioned audiences.

##### 4.2.1 Deliverable Product and Schedule

##### 4.2.1.2 For U.S. Government and Department of Defense Sponsors, RDT&E Funding

The Contractor shall prepare, using GFI provided, HLS, HLD and AT/FP presentations in graphic format IAW CDRL A004.

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#### 4.3 Meeting Support

The Contractor shall organize, attend and if tasked facilitate HLS, HLD and AT/FP project/program reviews, briefings, symposia, workshops, conferences, seminars and meetings. The Contractor shall transcribe, maintain and provide minutes for review and distribution to NUWC DIVNPT in accordance with the HLS Programs Office schedule (GFI).

##### Deliverable Product and Schedule

##### 4.3.1.2 For U.S. Government and Department of Defense Sponsors, RDT&E Funding

The Contractor shall prepare minutes of HLS, HLD and AT/FP project/program reviews, briefings, symposia, workshops, conferences, seminars and meetings in narrative format. (CDRL A005).

Standard: Analyses are technically sound. Recommendations are sound, clear and actionable. Documents conform to

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NUWC Division Newport Administrative Publication 11,255 of 15 June 2001 - Publications and

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#### 4.4 Test and Evaluation Support

The Contractor shall provide engineering test and evaluation services in support of the HLS Programs Office to test, evaluate and document HLS, HLD and AT/FP sensors and systems. The Contractor shall document the results of laboratory, developmental and field-testing performed under the project. The Contractor shall be responsible for the design of test methodologies and the performance of those tests to evaluate software and equipment capability as compared to documented criteria and objectives. The test planning and implementation shall address all specification requirements of the software or equipment being developed. The test plan shall include the standards, checklists, validation materials, procedures, technical measures of performance, and tasks necessary to conduct product assurance, quality assurance, reliability, and maintainability testing.

The Contractor shall develop and conduct operational tests to measure effectiveness. This effort shall include systems integration and testing, site integration, test simulation and emulation, and test documentation. Writing of test plans, data recording (both planning for and storage of), event reconstruction, data analysis and final report documentation of test results are products of the effort.

##### 4.4.1 Deliverable Product and Schedule

##### 4.4.1.2 For U.S. Government and Department of Defense Sponsors, RDT&E Funding

The Contractor shall prepare and deliver Test and Evaluation Plans (CDRL A006), Test and Evaluation Reports (CDRL A007) and Summary Technical Reports (CDRL A008) for each test and evaluation event.

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Presentations Guide. Deliverables are free of extensive errors or omissions, and require no more than minor revisions or corrections.

#### 5.0 OPTION ONE REQUIREMENTS

##### 5.1 Program Management Support

The Contractor shall provide program management support in development of program plans, proposals, presentations, work breakdown structures, staffing plans and financial documentation as required for NUWC DIVNPT Homeland Security (HLS), Homeland Defense (HLD), Anti-Terrorism/Force Protection (AT/FP) projects, programs and system developments.

The Contractor shall research and analyze the NUWC DIVNPT HLS/HLD and AT/FP annual business plan submittals and the NUWC and Division Newport strategic plans, in order to gather information to provide an assessment report on the HLS/HLD and AT/FP business/technological environment and organizational capabilities. Additionally, the Contractor shall highlight the areas where NUWC may not achieve business and technical objectives as defined by NUWC Leadership in the annual planning guidance. The Contractor shall perform a detailed Technical Assessment of NUWC's capabilities for their relevance to HLS/HLD and AT/FP needs, by conducting a review of the NUWC and Division Newport Departmental Technical Capabilities and Functions. In addition, the Contractor shall research and identify external drivers, policies and initiatives, which affect NUWC's HLS/HLD and AT/FP mission and related business and technology areas, and provide a report for action resolution or further analysis.

The Contractor shall provide support services for the development of proposals and presentations for applying NUWC-developed technologies to HLS, HLD and AT/FP projects and funding opportunities utilizing provided GFI. The Contractor shall develop engineering design proposals, R&D proposals and system installation cost and schedules proposals utilizing provided GFI.

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### 5.1.1 Deliverable Product and Schedule

#### 5.1.1.2 For U.S. Government and Department of Defense Sponsors, RDT&E Funding

The Contractor shall prepare, using GFI provided, HLS, HLD and AT/FP analyses and assessments reports, plans and proposals in graphic and narrative format IAW CDRLs A001 and A002. The Contractor shall provide research and action reports, and program financial documentation shall be delivered IAW CDRL A003. Work breakdown structures shall be developed and delivered IAW CDRL A009.

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Presentations Guide. Deliverables are free of extensive errors or omissions, and require no more than minor revisions or corrections.

### 5.2 Presentation and Documentation Support

The Contractor shall design and develop marketing and descriptive presentations, program plans, proposals, videos and articles for HLS, HLD and AT/FP technologies, sensors and systems for government and commercial applications of NUWC-owned patents and intellectual property provided as GFI. Updates to the archival materials shall be developed using NUWC DIVNPT input. Marketing and descriptive materials shall be tailored to Navy flag-level officers and government SES-level executives and senior management executives of commercial companies.

In accordance with the HLS Programs Office presentation schedule (GFI) the Contractor shall deliver technical and programmatic presentations for the aforementioned audiences.

#### 5.2.1 Deliverable Product and Schedule

##### 5.2.1.2 For U.S. Government and Department of Defense Sponsors, RDT&E Funding

The Contractor shall prepare, using GFI provided, HLS, HLD and AT/FP presentations in graphic format IAW CDRL A004.

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Presentations Guide. Deliverables are free of extensive errors or omissions, and require no more than minor revisions or corrections.

### 5.3 Meeting Support

The Contractor shall organize, attend and if tasked facilitate HLS, HLD and AT/FP project/program reviews, briefings, symposia, workshops, conferences, seminars and meetings. The Contractor shall transcribe, maintain and provide minutes for review and distribution to NUWC DIVNPT in accordance with the HLS Programs Office schedule (GFI).

#### 5.3.1 Deliverable Product and Schedule

##### 5.3.1.2 For U.S. Government and Department of Defense Sponsors, RDT&E Funding

The Contractor shall prepare minutes of HLS, HLD and AT/FP project/program reviews, briefings, symposia, workshops, conferences, seminars and meetings in narrative format. (CDRL A005)

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or corrections.

#### 5.4 Test and Evaluation Support

The Contractor shall provide engineering test and evaluation services in support of the HLS Programs Office to test, evaluate and document HLS, HLD and AT/FP sensors and systems. The Contractor shall document the results of laboratory, developmental and field-testing performed under the project. The Contractor shall be responsible for the design of test methodologies and the performance of those tests to evaluate software and equipment capability as compared to documented criteria and objectives. The test planning and implementation shall address all specification requirements of the software or equipment being developed. The test plan shall include the standards, checklists, validation materials, procedures, technical measures of performance, and tasks necessary to conduct product assurance, quality assurance, reliability, and maintainability testing.

The Contractor shall develop and conduct operational tests to measure effectiveness. This effort shall include systems integration and testing, site integration, test simulation and emulation, and test documentation. Writing of test plans, data recording (both planning for and storage of), event reconstruction, data analysis and final report documentation of test results are products of the effort.

##### 5.4.1 Deliverable Product and Schedule

###### 5.4.1.2 For U.S. Government and Department of Defense Sponsors, RDT&E Funding

The Contractor shall prepare and deliver Test and Evaluation Plans (CDRL A006), Test and Evaluation Reports (CDRL A007) and Summary Technical Reports (CDRL A008) for each test and evaluation event.

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#### 6.0 OPTION TWO REQUIREMENTS

##### 6.1 Program Management Support

The Contractor shall provide program management support in development of program plans, proposals, presentations, work breakdown structures, staffing plans and financial documentation as required for NUWCDIVNPT Homeland Security (HLS), Homeland Defense (HLD), Anti-Terrorism/Force Protection (AT/FP) projects, programs and system developments.

The Contractor shall research and analyze the NUWCDIVNPT HLS/HLD and AT/FP annual business plan submittals and the NUWC and Division Newport strategic plans, in order to gather information to provide an assessment report on the HLS/HLD and AT/FP business/technological environment and organizational capabilities. Additionally, the Contractor shall highlight the areas where NUWC may not achieve business and technical objectives as defined by NUWC Leadership in the annual planning guidance. The Contractor shall perform a detailed Technical Assessment of NUWC's capabilities for their relevance to HLS/HLD and AT/FP needs, by conducting a review of the NUWC and Division Newport Departmental Technical Capabilities and Functions. In addition, the Contractor shall research and identify external drivers, policies and initiatives, which affect NUWC's HLS/HLD and AT/FP mission and related business and technology areas, and provide a report for action resolution or further analysis.

The Contractor shall provide support services for the development of proposals and presentations for applying NUWC-developed technologies to HLS, HLD and AT/FP projects and funding opportunities utilizing provided GFI. The Contractor shall develop engineering design proposals, R&D proposals and system installation cost and schedules proposals utilizing provided GFI.

###### 6.1.1 Deliverable Product and Schedule

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#### 6.1.1.2 For U.S. Government and Department of Defense Sponsors, RDT&E Funding

The Contractor shall prepare, using GFI provided, HLS, HLD and AT/FP analyses and assessments reports, plans and proposals in graphic and narrative format IAW CDRLs A001 and A002. The Contractor shall provide research and action reports, and program financial documentation shall be delivered IAW CDRL A003. Work breakdown structures shall be developed and delivered IAW CDRL A009.

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Presentations Guide. Deliverables are free of extensive errors or omissions, and require no more than minor revisions or corrections.

#### 6.2 Presentation and Documentation Support

The Contractor shall design and develop marketing and descriptive presentations, program plans, proposals, videos and articles for HLS, HLD and AT/FP technologies, sensors and systems for government and commercial applications of NUWC-owned patents and intellectual property provided as GFI. Updates to the archival materials shall be developed using NUWC DIVNPT input. Marketing and descriptive materials shall be tailored to Navy flag-level officers and government SES-level executives and senior management executives of commercial companies.

In accordance with the HLS Programs Office presentation schedule (GFI) the Contractor shall deliver technical and programmatic presentations for the aforementioned audiences.

##### 6.2.1 Deliverable Product and Schedule

#### 6.2.1.2 For U.S. Government and Department of Defense Sponsors, RDT&E Funding

The Contractor shall prepare, using GFI provided, HLS, HLD and AT/FP presentations in graphic format IAW CDRL A004.

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#### 6.3 Meeting Support

The Contractor shall organize, attend and if tasked facilitate HLS, HLD and AT/FP project/program reviews, briefings, symposia, workshops, conferences, seminars and meetings. The Contractor shall transcribe, maintain and provide minutes for review and distribution to NUWC DIVNPT in accordance with the HLS Programs Office schedule (GFI).

##### 6.3.1 Deliverable Product and Schedule

#### 6.3.1.2 For U.S. Government and Department of Defense Sponsors, RDT&E Funding

The Contractor shall prepare minutes of HLS, HLD and AT/FP project/program reviews, briefings, symposia, workshops, conferences, seminars and meetings in narrative format. (CDRL A005)

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## 6.4 Test and Evaluation Support

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The Contractor shall develop and conduct operational tests to measure effectiveness. This effort shall include systems integration and testing, site integration, test simulation and emulation, and test documentation. Writing of test plans, data recording (both planning for and storage of), event reconstruction, data analysis and final report documentation of test results are products of the effort.

### 6.4.1 Deliverable Product and Schedule

#### 6.4.1.2 For U.S. Government and Department of Defense Sponsors, RDT&E Funding

The Contractor shall prepare and deliver Test and Evaluation Plans (CDRL A006), Test and Evaluation Reports (CDRL A007) and Summary Technical Reports (CDRL A008) for each test and evaluation event.

Standard: Analyses are technically sound. Recommendations are sound, clear and actionable. Documents conform to NUWC Division Newport Administrative Publication 11,255 of 15 June 2001 - Publications and

Presentations Guide. Deliverables are free of extensive errors or omissions, and require no more than minor revisions or corrections.

## 7.0 OPTION THREE REQUIREMENTS

### 7.1 Program Management Support

The Contractor shall provide program management support in development of program plans, proposals, presentations, work breakdown structures, staffing plans and financial documentation as required for NUWC DIVNPT Homeland Security (HLS), Homeland Defense (HLD), Anti-Terrorism/Force Protection (AT/FP) projects, programs and system developments.

The Contractor shall research and analyze the NUWC DIVNPT HLS/HLD and AT/FP annual business plan submittals and the NUWC and Division Newport strategic plans, in order to gather information to provide an assessment report on the HLS/HLD and AT/FP business/technological environment and organizational capabilities. Additionally, the Contractor shall highlight the areas where NUWC may not achieve business and technical objectives as defined by NUWC Leadership in the annual planning guidance. The Contractor shall perform a detailed Technical Assessment of NUWC's capabilities for their relevance to HLS/HLD and AT/FP needs, by conducting a review of the NUWC and Division Newport Departmental Technical Capabilities and Functions. In addition, the Contractor shall research and identify external drivers, policies and initiatives, which affect NUWC's HLS/HLD and AT/FP mission and related business and technology areas, and provide a report for action resolution or further analysis.

The Contractor shall provide support services for the development of proposals and presentations for applying NUWC-developed technologies to HLS, HLD and AT/FP projects and funding opportunities utilizing provided GFI. The Contractor shall develop engineering design proposals, R&D proposals and system installation cost and schedules proposals utilizing provided GFI.

#### 7.1.1 Deliverable Product and Schedule

##### 7.1.1.2 For U.S. Government and Department of Defense Sponsors, RDT&E Funding

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The Contractor shall prepare, using GFI provided, HLS, HLD and AT/FP analyses and assessments reports, plans and proposals in graphic and narrative format IAW CDRLs A001 and A002. The Contractor shall provide research and action reports, and program financial documentation shall be delivered IAW CDRL A003. Work breakdown structures shall be developed and delivered IAW CDRL A009.

Standard: Analyses are technically sound. Recommendations are sound, clear and actionable. Documents conform to NUWC Division Newport Administrative Publication 11,255 of 15 June 2001 - Publications and

Presentations Guide. Deliverables are free of extensive errors or omissions, and require no more than minor revisions or corrections.

## 7.2 Presentation and Documentation Support

The Contractor shall design and develop marketing and descriptive presentations, program plans, proposals, videos and articles for HLS, HLD and AT/FP technologies, sensors and systems for government and commercial applications of NUWC-owned patents and intellectual property provided as GFI. Updates to the archival materials shall be developed using NUWC DIVNPT input. Marketing and descriptive materials shall be tailored to Navy flag-level officers and government SES-level executives and senior management executives of commercial companies.

In accordance with the HLS Programs Office presentation schedule (GFI) the Contractor shall deliver technical and programmatic presentations for the aforementioned audiences.

### 7.2.1 Deliverable Product and Schedule

#### 7.2.1.2 For U.S. Government and Department of Defense Sponsors, RDT&E Funding

The Contractor shall prepare, using GFI provided, HLS, HLD and AT/FP presentations in graphic format IAW CDRL A004.

Standard: Analyses are technically sound. Recommendations are sound, clear and actionable. Documents conform to NUWC Division Newport Administrative Publication 11,255 of 15 June 2001 - Publications and

Presentations Guide. Deliverables are free of extensive errors or omissions, and require no more than minor revisions or corrections.

## 7.3 Meeting Support

The Contractor shall organize, attend and if tasked facilitate HLS, HLD and AT/FP project/program reviews, briefings, symposia, workshops, conferences, seminars and meetings. The Contractor shall transcribe, maintain and provide minutes for review and distribution to NUWC DIVNPT in accordance with the HLS Programs Office schedule (GFI).

### 7.3.1 Deliverable Product and Schedule

#### 7.3.1.2 For U.S. Government and Department of Defense Sponsors, RDT&E Funding

The Contractor shall prepare minutes of HLS, HLD and AT/FP project/program reviews, briefings, symposia, workshops, conferences, seminars and meetings in narrative format. (CDRL A005)

Standard: Analyses are technically sound. Recommendations are sound, clear and actionable. Documents conform to NUWC Division Newport Administrative Publication 11,255 of 15 June 2001 - Publications and

Presentations Guide. Deliverables are free of extensive errors or omissions, and require no more than minor revisions or corrections.

## 7.4 Test and Evaluation Support

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The Contractor shall provide engineering test and evaluation services in support of the HLS Programs Office to test, evaluate and document HLS, HLD and AT/FP sensors and systems. The Contractor shall document the results of laboratory, developmental and field-testing performed under the project. The Contractor shall be responsible for the design of test methodologies and the performance of those tests to evaluate software and equipment capability as compared to documented criteria and objectives. The test planning and implementation shall address all specification requirements of the software or equipment being developed. The test plan shall include the standards, checklists, validation materials, procedures, technical measures of performance, and tasks necessary to conduct product assurance, quality assurance, reliability, and maintainability testing.

The Contractor shall develop and conduct operational tests to measure effectiveness. This effort shall include systems integration and testing, site integration, test simulation and emulation, and test documentation. Writing of test plans, data recording (both planning for and storage of), event reconstruction, data analysis and final report documentation of test results are products of the effort.

#### 7.4.1 Deliverable Product and Schedule

##### 7.4.1.2 For U.S. Government and Department of Defense Sponsors, RDT&E Funding

The Contractor shall prepare and deliver Test and Evaluation Plans (CDRL A006), Test and Evaluation Reports (CDRL A007) and Summary Technical Reports (CDRL A008) for each test and evaluation event.

Standard: Analyses are technically sound. Recommendations are sound, clear and actionable. Documents conform to NUWC Division Newport Administrative Publication 11,255 of 15 June 2001 - Publications and

Presentations Guide. Deliverables are free of extensive errors or omissions, and require no more than minor revisions or corrections.

### 8.0 OPTION FOUR REQUIREMENTS

#### 8.1 Program Management Support

The Contractor shall provide program management support in development of program plans, proposals, presentations, work breakdown structures, staffing plans and financial documentation as required for NUWCDIVNPT Homeland Security (HLS), Homeland Defense (HLD), Anti-Terrorism/Force Protection (AT/FP) projects, programs and system developments.

The Contractor shall research and analyze the NUWCDIVNPT HLS/HLD and AT/FP annual business plan submittals and the NUWC and Division Newport strategic plans, in order to gather information to provide an assessment report on the HLS/HLD and AT/FP business/technological environment and organizational capabilities. Additionally, the Contractor shall highlight the areas where NUWC may not achieve business and technical objectives as defined by NUWC Leadership in the annual planning guidance. The Contractor shall perform a detailed Technical Assessment of NUWC's capabilities for their relevance to HLS/HLD and AT/FP needs, by conducting a review of the NUWC and Division Newport Departmental Technical Capabilities and Functions. In addition, the Contractor shall research and identify external drivers, policies and initiatives, which affect NUWC's HLS/HLD and AT/FP mission and related business and technology areas, and provide a report for action resolution or further analysis.

The Contractor shall provide support services for the development of proposals and presentations for applying NUWC-developed technologies to HLS, HLD and AT/FP projects and funding opportunities utilizing provided GFI. The Contractor shall develop engineering design proposals, R&D proposals and system installation cost and schedules proposals utilizing provided GFI.

#### 8.1.1 Deliverable Product and Schedule

##### 8.1.1.2 For U.S. Government and Department of Defense Sponsors, RDT&E Funding

The Contractor shall prepare, using GFI provided, HLS, HLD and AT/FP analyses and assessments reports, plans and proposals in graphic and narrative format IAW CDRLs A001 and A002. The Contractor shall provide research and action reports, and program financial documentation shall be delivered IAW CDRL A003. Work breakdown

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structures shall be developed and delivered IAW CDRL A009.

Standard: Analyses are technically sound. Recommendations are sound, clear and actionable. Documents conform to NUWC Division Newport Administrative Publication 11,255 of 15 June 2001 - Publications and

Presentations Guide. Deliverables are free of extensive errors or omissions, and require no more than minor revisions or corrections.

## 8.2 Presentation and Documentation Support

The Contractor shall design and develop marketing and descriptive presentations, program plans, proposals, videos and articles for HLS, HLD and AT/FP technologies, sensors and systems for government and commercial applications of NUWC-owned patents and intellectual property provided as GFI. Updates to the archival materials shall be developed using NUWC DIVNPT input. Marketing and descriptive materials shall be tailored to Navy flag-level officers and government SES-level executives and senior management executives of commercial companies.

In accordance with the HLS Programs Office presentation schedule (GFI) the Contractor shall deliver technical and programmatic presentations for the aforementioned audiences.

### 8.2.1 Deliverable Product and Schedule

#### 8.2.1.2 For U.S. Government and Department of Defense Sponsors, RDT&E Funding

The Contractor shall prepare, using GFI provided, HLS, HLD and AT/FP presentations in graphic format IAW CDRL A004.

Standard: Analyses are technically sound. Recommendations are sound, clear and actionable. Documents conform to NUWC Division Newport Administrative Publication 11,255 of 15 June 2001 - Publications and

Presentations Guide. Deliverables are free of extensive errors or omissions, and require no more than minor revisions or corrections.

## 8.3 Meeting Support

The Contractor shall organize, attend and if tasked facilitate HLS, HLD and AT/FP project/program reviews, briefings, symposia, workshops, conferences, seminars and meetings. The Contractor shall transcribe, maintain and provide minutes for review and distribution to NUWC DIVNPT in accordance with the HLS Programs Office schedule (GFI).

### 8.3.1 Deliverable Product and Schedule

#### 8.3.1.2 For U.S. Government and Department of Defense Sponsors, RDT&E Funding

The Contractor shall prepare minutes of HLS, HLD and AT/FP project/program reviews, briefings, symposia, workshops, conferences, seminars and meetings in narrative format. (CDRL A005)

Standard: Analyses are technically sound. Recommendations are sound, clear and actionable. Documents conform to NUWC Division Newport Administrative Publication 11,255 of 15 June 2001 - Publications and

Presentations Guide. Deliverables are free of extensive errors or omissions, and require no more than minor revisions or corrections.

## 8.4 Test and Evaluation Support

The Contractor shall provide engineering test and evaluation services in support of the HLS Programs Office to test, evaluate and document HLS, HLD and AT/FP sensors and systems. The Contractor shall document the results of laboratory, developmental and field-testing performed under the project. The Contractor shall be responsible for the

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design of test methodologies and the performance of those tests to evaluate software and equipment capability as compared to documented criteria and objectives. The test planning and implementation shall address all specification requirements of the software or equipment being developed. The test plan shall include the standards, checklists, validation materials, procedures, technical measures of performance, and tasks necessary to conduct product assurance, quality assurance, reliability, and maintainability testing.

The Contractor shall develop and conduct operational tests to measure effectiveness. This effort shall include systems integration and testing, site integration, test simulation and emulation, and test documentation. Writing of test plans, data recording (both planning for and storage of), event reconstruction, data analysis and final report documentation of test results are products of the effort.

#### 8.4.1 Deliverable Product and Schedule

##### 8.4.1.2 For U.S. Government and Department of Defense Sponsors, RDT&E Funding

The Contractor shall prepare and deliver Test and Evaluation Plans (CDRL A006), Test and Evaluation Reports (CDRL A007) and Summary Technical Reports (CDRL A008) for each test and evaluation event.

Standard: Analyses are technically sound. Recommendations are sound, clear and actionable. Documents conform to NUWC Division Newport Administrative Publication 11,255 of 15 June 2001 - Publications and

Presentations Guide. Deliverables are free of extensive errors or omissions, and require no more than minor revisions or corrections.

#### 9.0 OPTION FIVE REQUIREMENTS

##### 9.1 Program Management Support

The Contractor shall provide program management support in development of program plans, proposals, presentations, work breakdown structures, staffing plans and financial documentation as required for NUWC DIVNPT Homeland Security (HLS), Homeland Defense (HLD), Anti-Terrorism/Force Protection (AT/FP) projects, programs and system developments.

The Contractor shall research and analyze the NUWC DIVNPT HLS/HLD and AT/FP annual business plan submittals and the NUWC and Division Newport strategic plans, in order to gather information to provide an assessment report on the HLS/HLD and AT/FP business/technological environment and organizational capabilities. Additionally, the Contractor shall highlight the areas where NUWC may not achieve business and technical objectives as defined by NUWC Leadership in the annual planning guidance. The Contractor shall perform a detailed Technical Assessment of NUWC's capabilities for their relevance to HLS/HLD and AT/FP needs, by conducting a review of the NUWC and Division Newport Departmental Technical Capabilities and Functions. In addition, the Contractor shall research and identify external drivers, policies and initiatives, which affect NUWC's HLS/HLD and AT/FP mission and related business and technology areas, and provide a report for action resolution or further analysis.

The Contractor shall provide support services for the development of proposals and presentations for applying NUWC-developed technologies to HLS, HLD and AT/FP projects and funding opportunities utilizing provided GFI. The Contractor shall develop engineering design proposals, R&D proposals and system installation cost and schedules proposals utilizing provided GFI.

##### 9.1.1 Deliverable Product and Schedule

###### 9.1.1.2 For U.S. Government and Department of Defense Sponsors, RDT&E Funding

The Contractor shall prepare, using GFI provided, HLS, HLD and AT/FP analyses and assessments reports, plans and proposals in graphic and narrative format IAW CDRLs A001 and A002. The Contractor shall provide research and action reports, and program financial documentation shall be delivered IAW CDRL A003. Work breakdown structures shall be developed and delivered IAW CDRL A009.

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Standard: Analyses are technically sound. Recommendations are sound, clear and actionable. Documents conform to NUWC Division Newport Administrative Publication 11,255 of 15 June 2001 - Publications and

Presentations Guide. Deliverables are free of extensive errors or omissions, and require no more than minor revisions or corrections.

## 9.2 Presentation and Documentation Support

The Contractor shall design and develop marketing and descriptive presentations, program plans, proposals, videos and articles for HLS, HLD and AT/FP technologies, sensors and systems for government and commercial applications of NUWC-owned patents and intellectual property provided as GFI. Updates to the archival materials shall be developed using NUWC DIVNPT input. Marketing and descriptive materials shall be tailored to Navy flag-level officers and government SES-level executives and senior management executives of commercial companies.

In accordance with the HLS Programs Office presentation schedule (GFI) the Contractor shall deliver technical and programmatic presentations for the aforementioned audiences.

### 9.2.1 Deliverable Product and Schedule

#### 9.2.1.2 For U.S. Government and Department of Defense Sponsors, RDT&E Funding

The Contractor shall prepare, using GFI provided, HLS, HLD and AT/FP presentations in graphic format IAW CDRL A004.

Standard: Analyses are technically sound. Recommendations are sound, clear and actionable. Documents conform to NUWC Division Newport Administrative Publication 11,255 of 15 June 2001 - Publications and

Presentations Guide. Deliverables are free of extensive errors or omissions, and require no more than minor revisions or corrections.

## 9.3 Meeting Support

The Contractor shall organize, attend and if tasked facilitate HLS, HLD and AT/FP project/program reviews, briefings, symposia, workshops, conferences, seminars and meetings. The Contractor shall transcribe, maintain and provide minutes for review and distribution to NUWC DIVNPT in accordance with the HLS Programs Office schedule (GFI).

### 9.3.1 Deliverable Product and Schedule

#### 9.3.1.2 For U.S. Government and Department of Defense Sponsors, RDT&E Funding

The Contractor shall prepare minutes of HLS, HLD and AT/FP project/program reviews, briefings, symposia, workshops, conferences, seminars and meetings in narrative format. (CDRL A005)

Standard: Analyses are technically sound. Recommendations are sound, clear and actionable. Documents conform to NUWC Division Newport Administrative Publication 11,255 of 15 June 2001 - Publications and

Presentations Guide. Deliverables are free of extensive errors or omissions, and require no more than minor revisions or corrections.

## 9.4 Test and Evaluation Support

The Contractor shall provide engineering test and evaluation services in support of the HLS Programs Office to test, evaluate and document HLS, HLD and AT/FP sensors and systems. The Contractor shall document the results of laboratory, developmental and field-testing performed under the project. The Contractor shall be responsible for the design of test methodologies and the performance of those tests to evaluate software and equipment capability as compared to documented criteria and objectives. The test planning and implementation shall address all specification requirements of the software or equipment being developed. The test plan shall include the standards, checklists,

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validation materials, procedures, technical measures of performance, and tasks necessary to conduct product assurance, quality assurance, reliability, and maintainability testing.

The Contractor shall develop and conduct operational tests to measure effectiveness. This effort shall include systems integration and testing, site integration, test simulation and emulation, and test documentation. Writing of test plans, data recording (both planning for and storage of), event reconstruction, data analysis and final report documentation of test results are products of the effort.

#### 9.4.1 Deliverable Product and Schedule

##### 9.4.1.2 For U.S. Government and Department of Defense Sponsors, RDT&E Funding

The Contractor shall prepare and deliver Test and Evaluation Plans (CDRL A006), Test and Evaluation Reports (CDRL A007) and Summary Technical Reports (CDRL A008) for each test and evaluation event.

Standard: Analyses are technically sound. Recommendations are sound, clear and actionable. Documents conform to NUWC Division Newport Administrative Publication 11,255 of 15 June 2001 - Publications and

Presentations Guide. Deliverables are free of extensive errors or omissions, and require no more than minor revisions or corrections.

#### 10.0 QUALITY SURVEILLANCE & PERFORMANCE STANDARDS

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

Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the specific performance standards identified in task

paragraphs. Responsiveness will be evaluated based upon the government experience interacting with the Contractor during performance. Timeliness will be evaluated based on the Contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based upon the Contractor's ability to manage to the negotiated costs.

#### 11.0 PROGRESS REPORTS

The Contractor shall provide a monthly progress status report in accordance with eCRAFT clause C16 of the basic contract.

#### 12.0 GOVERNMENT PROPERTY MADE AVAILABLE

See Attached GFP Certification Form

13.0 GOVERNMENT FURNISHED INFORMATION (GFI) - All GFI will be provided to the Contractor at the time of award or as available.

1. Presentation/Briefing Material
2. R&D Center/NAVSEA Data
3. NUWCDIVNPT HLS Brochures
4. NUWCDIVNPT HLS Strategic Plan
5. Materials relevant to HLS business initiatives (as developed)
6. NUWCDIVNPT HLS Schedules as developed

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#### 14.0 PLACE OF PERFORMANCE

Work will be performed at the Contractor's facilities. Contractor will require access to NUWC DIVNPT for meetings and to gather information.

#### 15.0 SECURITY REQUIREMENTS

All data work performed will not exceed the Secret level. Only US citizens may perform under this contract.

#### 16.0 TRAVEL

Travel shall be required to CONUS sites. Estimated travel between Newport, RI and the following sites are anticipated during the period of performance (for each year of performance)

Washington, D.C., area - 1 person, 5 trips, 2 days each

Alexandria, LA area - 1 person, 2 trips, 3 days each

Helena, MT area - 1 person, 2 trips, 3 days each

Philadelphia, PA area - 1 person, 2 trips, 2 days each

Kings Bay, GA area - 1 person, 3 trips, 2 days each

#### C16S COST AND PERFORMANCE REPORTING (MAY 2001)

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

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

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

(2) Scope and Content.

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

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

(3) Submission and Approval.

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

(ii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWC DIVNPT Code 591 .

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

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at a summary level. Preparation instructions follow.

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

(2) Content.

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

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

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

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

(v) Report all trips and significant results.

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

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

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

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

(3) Submission and Approval.

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

(ii) Distribution. Provide one original copy to the Task Order Manager. Additional copies shall be provided to:

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

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

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

#### C24S SECURITY REQUIREMENTS (OCT 2004)

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

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

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any

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Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office. Compliance with SECNAVINST 5510.30A, Section 7-6, FACILITY ACCESS DETERMINATION (FAD) PROGRAM is specifically required. Badges shall be issued only after completion of SF85P available at:

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

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

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

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Safety and Occupational Health Information for Contractors and Visitors" prior to commencing performance at any NUWCDIVNPT site. This document is available at [https://knowledgenet.npt.nuwc.navy.mil/c55/552/safety\\_general/CONTpackagedtd%20\\_31Mar061.pdf](https://knowledgenet.npt.nuwc.navy.mil/c55/552/safety_general/CONTpackagedtd%20_31Mar061.pdf)

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

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

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

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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

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similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

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## **SECTION E INSPECTION AND ACCEPTANCE**

E14S INSPECTION AND ACCEPTANCE OF SERVICES (AUG 2005)

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

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## SECTION F DELIVERABLES OR PERFORMANCE

### **F1S PERIOD OF PERFORMANCE (MAY 2006)**

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

The period of performance for the Base Year items are:

CLIN	PERIOD OF PERFORMANCE	FUNDS
1201	10/23/06 - 09/30/07	RDTE
3201	10/23/06 - 09/30/07	RDTE

The period of performance for Option 1 items are estimated at:

CLIN	PERIOD OF PERFORMANCE	FUNDS
1202	10/01/07 - <u>10/9/08</u>	RDTE
3202	10/01/07 - <u>10/9/08</u>	RDTE

The period of performance for Option 2 items are estimated at:

CLIN	PERIOD OF PERFORMANCE	FUNDS
1203	<u>10/10/08 - 06/30/09</u>	RDTE
3203	<u>10/10/08 - 06/30/09</u>	RDTE

The period of performance for Option 3 items are estimated at:

CLIN	PERIOD OF PERFORMANCE	FUNDS
4200	<u>Eliminated in Mod 13</u>	RDTE
6200	<u>Eliminated in Mod 11</u>	RDTE

The period of performance for Option 4 items are estimated at:

CLIN	PERIOD OF PERFORMANCE	FUNDS
4201	<u>Eliminated in Mod 06</u>	RDTE
6201	<u>Eliminated in Mod 06</u>	RDTE

The period of performance for Option 5 items are estimated at:

CLIN	PERIOD OF PERFORMANCE	FUNDS
4202	<u>Eliminated in Mod 13</u>	RDTE
6202	<u>Eliminated in Mod 11</u>	RDTE

### F18S DELIVERY AT DESTINATION (JUN 2004)

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

Supply Officer

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Naval Undersea Warfare Center, Division Newport

Naval Station Newport, Bldg. 47

47 Chandler Street

Newport, RI 02841-1708

F22S DELIVERY OF DATA (JUN 2004)

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

F30S PLACE OF PERFORMANCE (APR 2005)

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

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## SECTION G CONTRACT ADMINISTRATION DATA

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

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

### G2S INVOICE INSTRUCTIONS (NAVSEA - AUG 2007) (NOV 2008)

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

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(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 (*Contracting Officer/Negotiator check all that apply.*)

<b>Invoice as 2-in-1 (FFP Service Only)</b>	
<b>Applies to CLINS/SLINS:</b>	
Issue DODAAC	N66604
Admin DODAAC	
Pay Office DODAAC	

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Service Acceptor DODAAC	
LPO DODAAC	N66604

X	<b>Cost Voucher (Cost Reimbursable, T&amp;M , LH, or FPI)</b> <i>Contractors MUST attach a completed SF-1035 in WAWF</i>
<b>Applies to CLINs/SLINS:</b>	
Issue DODAAC	N66604
Admin DODAAC	S3309A
Pay Office DODAAC	HQ0337
DCAA Auditor	HAA331
Service Approver DODAAC	N66604
LPO DODAAC	LEAVE BLANK

	<b>Performance Based Payments or Progress Payments</b> <i>Contractors MUST attach a completed SF-1035 in WAWF</i>
<b>Contract would include FAR 52.232-32 Performance Based Payments or FAR 52.232-16 Progress Payments</b>	
Issue DODAAC	N66604
Admin DODAAC	
Pay Office DODAAC	
Service Acceptor DODAAC	
LPO DODAAC	

**ATTN CONTRACTORS:**

(1) CLIN/SLIN/ACRN information must be included on all WAWF submissions.

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

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

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

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

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been submitted into WAWF.

<b>Send Additional Email Notification To:</b>
<a href="mailto:john.hartweinsanchez@navy.mil">john.hartweinsanchez@navy.mil</a>

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

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NUWC DIVNPT WAWF point of contact, Jerry Palmer at 401-832-1645 or [gerard.palmer@navy.mil](mailto:gerard.palmer@navy.mil) (alternate: Catharine Costakos at 401-832-1488, [catharine.costakos@navy.mil](mailto:catharine.costakos@navy.mil)). For financial questions about WAWF, please contact Barbara Sangeado at 401-832-4952 or [barbara.sangeado@navy.mil](mailto:barbara.sangeado@navy.mil)

#### GI0S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (AUG 2005)

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

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

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

(c) The Task Order Ordering Officer is:

Name: Elizabeth A. Alexander

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

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

Email: [elizabeth.alexander@navy.mil](mailto:elizabeth.alexander@navy.mil)

#### GI1S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(MAY 2006)

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

(b) TASK ORDER ORDERING OFFICER RETAINED FUNCTIONS. The Task Order Ordering Officer retains the administrative functions described in FAR 42.302(a) and listed below. These functions will be accomplished as set forth in the attached JA4S Task Order Administration Plan.

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(3) Conduct post-award orientation conferences.

(40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.

(44) Perform engineering analyses of contractor cost proposals.

(45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.

(46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.

(47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

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

(1) All other functions of FAR 42.302(a) except (3), (22), (25), (29), (40), (44), (45), (46), (47), (51), (59), (62), (63), (64), and (70).

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

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

#### G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

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

Name: Mr. Jack Heller

Title: Vice President of Operations

Mailing Address: Purvis Systems Inc., Middletown, RI

E-mail Address: jheller@purvis.com

Telephone: (401) 845-8413 FAX: (401) 849-0121

#### G17S TOM APPOINTMENT (AUG 2005)

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

Name: Jack Hartwein-Sanchez

Code: 71

Mailing Address: Naval Undersea Warfare Center Division, Newport, 1176 Howell Street, Building: 1351, Newport, RI 02841

Telephone: Commercial(401)-832-5024; DSN 432-4024

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

(f) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of contract for which the Government reserves the right to terminate the task order for default and/or resort to such other rights and remedies as provided for under this

task order and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions.

### H11S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-2, SPECIFICATION

(a) In accordance with FAR 9.505-2(a); whereas this task order provides for the Contractor to prepare complete specifications covering non developmental items to be used in competitive acquisitions, the Contractor agrees not to be a supplier to the Department of Defense, a subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. 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 task order.

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

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

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

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

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(f) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of contract for which the Government reserves the right to terminate the contract for default and/or resort to such other rights and remedies as provided for under this contract 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.

#### H12S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-2, SOW

(a) In accordance with FAR 9.505-2(b); whereas this task order provides for the Contractor to prepare, support the preparation of, or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions; the contractor agrees not to be a supplier to the Department of Defense, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement as defined above. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of three years after the term of this task order.

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

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

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

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

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

#### H13S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Wage Determination #: 05-2467 Revision: 06 Area: Rhode Island Statewide

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

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

Choose "Selecting WDs" from the menu. After choosing the appropriate area, answer the "prompts" as follows (these answers are applicable to this solicitation):

1. Were these services previously performed at this locality under an SCA-Covered contract? YES
2. Are any of the employees performing work subject to a CBA? NO
3. Are the contract services to be performed listed below as Non-Standard Services? NO
4. Were these services previously performed under an SCA wage determination that ends in an even number?  
Example: 1994-2104; or 1994-2114. NO

The site will provide the appropriate WD.

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## **SECTION I CONTRACT CLAUSES**

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 (SEP 1999)

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

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

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

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

52.222-41 Service Contract Act of 1965, as Amended (Jul 2005)

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## SECTION J LIST OF ATTACHMENTS

Task Order Admin Plan

DD254

CDRL's A001 & A002

CDRL A003 & A004

CDRL A005 & A006

CDRL A007 & A008

CDRL A009

CDRL ADDENDUM