

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-04-D-4109				2. DELIVERY ORDER NO. N412		3. EFFECTIVE DATE 2009 Oct 30		4. PURCH REQUEST NO.		5. PRIORITY Unrated		
6. ISSUED BY NUWC, NEWPORT DIVISION Simonpietri Drive, Building 11 Newport RI 02841-1706			CODE N66604	7. ADMINISTERED BY DCMA LONG ISLAND 605 STEWART AVENUE GARDEN CITY NY 11530-4761				CODE S3309A	8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>			
9. CONTRACTOR PURVIS Systems Inc. 5225 ROUTE 347, SUITE 11 PORT JEFFERSON STATION NY			CODE 52644	FACILITY 065935686		10. DELIVER TO FOB POINT BY (Date) See Schedule			11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED			
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G									
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266				CODE HQ0337	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.									
PURCHASE	Reference your _____ furnish the following on terms specified herein.											
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.												
PURVIS Systems Inc.			Michelle Craft Contracts Admin									
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)			
If this box is marked, supplier must sign Acceptance and return the following number of copies:												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule												
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT			
	See Schedule											
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA				25. TOTAL		\$386,058.00		
				BY: /s/Lisa M Brazil				10/30/2009 CONTRACTING/ORDERING OFFICER		26. DIFFERENCES		
27a. QUANTITY IN COLUMN 20 HAS BEEN												
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:										
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS			
f. TELEPHONE					g. E-MAIL ADDRESS		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE		34. CHECK NUMBER					
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			31. PAYMENT PARTIAL		35. BILL OF LADING NO.					
					FULL							
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		

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GENERAL INFORMATION

Distribution: KR, 0221, DFAS-HQ0337, 71/J. Hartwein-Sanchez, 71/J. Pollock, 1193CLO/J. Feirouz

FSC: R414

Solicitation Number: N00024-09-R-3318

NUWCDIVNPT Control #: 100418

NUWCDIVNPT Funding Requisitions #(s): N66604-9359-7790 & N66604-8310-2944

NUWC POC: Joan Purcell; Telephone (401) 832-1751; email: joan.purcell@navy.mil

Type of Task Order: Cost Plus Fixed Fee - Term

If all options are exercised, this task order has a potential ceiling of \$20,352,633.00.

The following changes have been made to the solicitation document:

SECTION B:

1. CLINs 4300 & 6300 are identified as Base Period and CLINs 4100 & 6100 are identified as Option 2.
2. Establishing new Funding SLINs 430001 & 630001.
3. Clause B30S has been revised to correctly identify CLINs 4100 as Option 2 & 4300 as Base Period.
4. Clause B36S has been deleted.
5. Clause B42 is revised to change the Option exercise dates and correctly identify CLINs 4100 & 6100.

SECTION C:

1. Clause C25S has been updated to the latest version (OCT 2009).

SECTION F:

1. Clause F1S has been revised to reflect the actual dates for CLINs 4300 & 6300 and the estimated performance dates for all other CLINs.

SECTION G:

1. Clause G2S has been updated to the latest version (MAY 2009) and award specific information completed.
2. Clause G10S has been updated to the latest version (MAY 2009).
3. Clause G14S has been revised to add the Senior Technical Representative information.
4. Clause G17S has been revised to add the Task Order Manager information.
5. LLAs A1/430001 and A1/630001 are added to reflect initial funding.

SECTION H:

1. Clause H30S has been added to reflect the initial funding of \$50,000.00.
2. Clause H40S has been added and identifies the key personnel.
3. Clause H52S has been revised to identify the subcontractors and their associated hours.
4. Clause H83S has been added (SCA now applies based on the proposed level of effort).
5. Clause H-XX has been deleted.

SECTION I:

1. FAR 52.222-41 Service Contract Act of 1965, As Amended (Jul 2005) has been added.
2. Clause I22-42 Statement of Equivalent Rates for Federal Hires (52.222-42) (May 1989) has been added.
3. FAR 52.222-54 Employment Eligibility Verification (JAN 2009) has been added.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

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.

In support of the Global War On Terror (GWOT), Northern Command (NORTHCOM), OPNAV 857, Navy Expeditionary Command Enterprise (NECE), the Navy Anti-Terrorism/Force Protection Ashore Program Office (PMS 480) and the Department of Homeland Security, NUWC DIVNPT established the Homeland Defense and Homeland Security (HLD/HLS) Programs Office. The HLD/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 swimmer defense, perimeter security, in-water sensing, maritime domain awareness, protection of Fleet assets, base protection, bio-chemical detection, unattended ground sensing, Information Technology (IT) asset protection, swimmer defense systems, and 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 has been assigned a prominent role in swimmer defense efforts for in-port and expeditionary purposes.

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 3.1 – 3.12 and 3.15, the Contractor shall provide project management support, administrative support, technical and engineering support, technical assessments, test and evaluation, acquisition support, laboratory design and development support, in-service engineering support and integrated logistics support services related to HLD, HLS Anti-Terrorism/Force Protection (AT/FP), Operations Other Than War and GWOT for both U.S. Department of Navy Sponsors (RDT&E, & O&MN funding) and other U.S. Government and Department of Defense Sponsors (OGVT, RDT&E, RDDA funding).

3.0 Applicable DOD/MIL Standards/Specifications/Documents

DoD Issuances:

3.1 Instructions:

<u>Standard Number</u>	<u>Title</u>
3.1.1 DoD 5220.22-M	National Insuttrial Securty Manual for Safeguarding Classified Information
3.1.2 OPNAVINST 5290.1A	Navy Visuat Information Management and Operations Manual
3.1.3 SECNAVINST 5211.5D	Department of Navy Privacy Act
3.1.4 SECNAVINST 5239.1	Safeguarding Personal Information in Automated Data Systems
3.1.5 NUWC DIVNPTINST 5239.2	Policy for the use of Portable Electronic Devices (PEDs)
3.1.6 DoD Instruction 5000.02	Operation of the Defense Acquisition System, 2 Dec 2008

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3.1.7 NUWCDIVNPTINST 5200.4E NUWCDIVNPT Publications and Presentations Guide

3.1.8 NUWCDIVNPTINST 5500.4B NUWCDIVNPT Newport Security Manual

3.1.9 NUWCDIVNPT – TD#11,255 Publications and Presentation Style Guide,
dtd 15 June 2001

3.2 Standards:

<u>Standard Number</u>	<u>Title</u>
3.2.1 MIL-STD-961E	Defense and Program-Unique Specifications Format and Content
3.2.2 MIL-HDBK-821	Preparation of Test Reports
3.2.3 MIL-STD-188-161D	Interoperability and Performance Standards for Digital Facsimile Equipment MPEG Video Coding Standards
3.2.4 MIL-HDBK-2036	Electronic Equipment Specifications, Preparation of
3.2.5 MIL-DTL-31000C	General Specifications for Technical Data Packages
3.2.6 MIL-DTL-24784/4C	Commercial Off-the-Shelf (COTS) Equipment Manual Requirements
3.2.7 MIL-PRF-29612B	Training Data Products
3.2.8 MIL-HDBK-29612/1A	Guidance for Acquisition of Training Data Products and Services (Part 1 of 5 Parts)
3.2.9 MIL-HDBK-2961/2A	Instructional Systems Development/Systems Approach to Training and Education (Part 2 of 5 Parts)
3.2.10 MIL-HDBK-2961/3A	Development of Interactive Multimedia Instruction (IMI) (Part 3 of 5 Parts)
3.2.11 MIL-HDBK-29612/4A	Glossary for Training (Part 4 of 5 Parts)
3.2.12 MIL-HDBK-29612/5	Advanced Distributed Learning (ADL) Products and Systems (Part 5 of 5 Parts)
3.2.13 AD 04000200-04,0-297	NUWCDIVNPT Software Development Engineering Process Document, 14 May 2002

3.3 Directives:

<u>Directive Number</u>	<u>Title</u>
3.3.1 DoD Directive 2000.12	DoD Antiterrorism (AT) Program, 18 August 2003
3.3.2 DoD Directive 3020.40	Defense Critical Infrastructure Program (DCIP), August 19, 2005
3.3.3 DoD Directive 3020.36	Assignment of National Security Emergency Preparedness, 2 Nov 1998
3.3.4 NAVMC Directive 3500.86	Antiterrorism/ Critical Infrastructure Protection Training and Readiness Manual, 20 Jul 05

3.4 Documents:

3.4.1 A Cooperative Strategy for 21st Century Seapower, October 2007

3.4.2 The Maritime Infrastructure Recovery Plan for the National Strategy for Maritime Security. Dept. of Homeland

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Security, April 2006

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

3.4.5 HSPD-13, Maritime Security Policy, 21 December 2004

3.4.6 National Strategy for the Physical Protection of Critical Infrastructures and Key Assets. National

3.4.7 Infrastructure Advisory Council (NIAC) February, 2003

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

3.4.9 Joint Capabilities Integration and Development System (JCIDS) Instruction CJCSI 3170.01F, 1 May 2007

3.4.10 Operation of the Joint Capabilities Integration and Development System (JCIDS) Manual CJSCM 31270.01C, 1 May 2007

3.4.11 USCG Report USCG Maritime Security Strategy, January 22, 2004

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

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

3.5 Industry Standards and Recommendations:

3.5.1 American Society of Mechanical Engineers (ASME) Standards:

ASME Y14.100	Engineering Drawings and Related Documentation Practices
ASME Y14.24	Drawings Types and Applications of Engineering Drawings
ASME Y14.34M	Associated Lists
ASME Y14.35M	Drawings, Engineering, and Associated Documents, Revision of

3.5.2 Institute of Electrical and Electronic Engineers (IEEE) Standard:

IEEE 802	Local Area Network and Metropolitan Area Network Standards
IEEE 828-2005	Software Configuration Management Plans J-STD-016, Standard for Information Technology Software Life-Cycle Processes, Software Development
IEEE 12207	Standard for Information Technology – “Software Life-Cycle Process”
IEEE 12207.1	Software Life Cycle Processes - Life Cycle Data
IEEE 12207.2	Software Life Cycle Processes – Implementation Considerations

3.5.3 American National Standards Institute (ANSI) Standards:

ANSI Z39.1B	Information Sciences-Scientific and Technical Reports; Organization, Preparation, and Production
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3.5.4 Electronic Industries Alliance (EIA) Recommended Standards:

EIA 232C	Interface Between Data Terminal Equipment and Data Circuit-Termination Equipment Employing Serial Binary Data Interchange RS232
EIA 422	Interface Between Data Terminal Equipment and Data Circuit-Termination Equipment Employing Serial Binary Data Interchange RS422
EIA 423	Interface Between Data Terminal Equipment and Data Circuit-Termination Equipment Employing Serial Binary Data Interchange RS423

4.0 Requirements

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4.1 Program Management and Administrative Support Services

The contractor shall provide program management and administrative support service in the development of program plans, work breakdown structures, white papers, presentations and staffing plans required for NUWCDIVNPT Homeland Defense (HLD), Homeland Security (HLS), Anti-Terrorism/Force Protection (AT/FP) projects, program and system developments.

The contractor shall prepare or develop draft documentation that is required by the DoD Joint Capability Integration and Development System (JCIDS) for the various phases of an ACAT IV system acquisition program based on Government Furnished Information (GFI) and per Technical Instructions (TI's) when issued. Typical documents include, but are not limited to: systems engineering plan, test and evaluation master plan, life-cycle cost estimate, integrated logistics support plan, information assurance strategy and plan, in-service engineering agent plans and documents, training system plan, training manuals, interface control document, affordability assessment and other documents required in DoD system acquisition programs.

4.1.1 Deliverables

The Contractor shall prepare analyses and assessments reports, plans and proposals in graphic and narrative format in accordance with (IAW) CDRLs A001 and A002.

The Contractor shall deliver research and action reports, and program financial documentation shall be 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 Applicable Documents (AD) 3.1.9 (above) and any other AD cited in the TI's. Documents are complete having few and only minor errors requiring corrections after review. Narrative presentations are clear and concise.

4.2 Presentation and Documentation Support

4.2.1.1 Program Level Support:

Per TI's, the Contractor shall design and develop marketing and descriptive presentations, program plans, white papers, videos and articles using GFI on HLS, HLD and AT/FP technologies, sensors and systems for government and commercial applications.

Per TI's, the Contractor shall participate in and/or deliver technical and programmatic presentations using these and other GFI materials.

4.2.1.2 Technical Level Support:

Per TI's, and using provided GFI, the Contractor shall develop presentation materials, illustrations for technical reports and documents, graphics, technical illustrating, computer graphics, multimedia, viewgraph and video productions, displays, and posters using a variety of computer graphics software and techniques.

4.2.2 Deliverable

The Contractor shall prepare HLS, HLD and AT/FP presentations IAW CDRL A004.

Standard: Presentations, documentation, videos and articles are technically sound. Recommendations are sound, clear and actionable. Documents conform to AD 3.1.9 and any other AD cited in the TI's. Documents are complete having few and only minor errors requiring corrections after review. Narrative presentations are clear and concise.

4.3 Meeting Support

Per TI's, the Contractor shall, attend HLS, HLD and AT/FP project/program reviews, briefings, symposia, workshops, conferences, seminars and meetings. The Contractor shall capture relevant highlights and prepare a meeting report.

Per TI's, the Contractor shall plan for and facilitate all aspects of HLS, HLD and AT/FP project/program reviews, briefings, symposia, workshops, conferences, seminars and meetings hosted by NUWC at a location secured by NUWC for the purpose of the gathering. Tasking shall include preparation of invitations, preparation of information packets, distribution of invitations and information packets, preparation of minutes, preparation of proceedings from

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the meetings, and other reports / records specified in the TI.

4.3.1 Deliverable

The Contractor shall prepare HLS, HLD and AT/FP meeting minutes and reports IAW CDRL A005. The Contractor shall prepare meeting invitations and information packets IAW CDRL A015. The Contractor shall prepare Proceedings IAW CDRL A014.

Standard: Meeting minutes and reports accurately capture the critical points of the discussion. Documents conform to AD 3.1.9 and any other AD cited in the TI's. Documents are complete having few and only minor errors requiring corrections after review. Narrative presentations are clear and concise.

4.4 Systems Engineering, Hardware and Software Engineering Services

Per TI's and GFI, the Contractor shall provide system engineering services to support: system design, development, analysis and assessment, verification and validation of technologies, systems, and subsystems for HLD, HLS and AT/FP programs. The Contractor shall function as a participating team member to plan, design, develop, test, integrate, and provide supporting technical documentation per the TI. The Contractor shall develop Engineering Change Proposals to address deficiencies or improvements in the technologies, systems, and subsystems under review and submit them for Government consideration.

Per TI's, the Contractor shall design, engineer, assemble, fabricate, integrate and test engineering design models (EDMs) consisting of prototype circuitry, hardware enclosures, racks and mounts, and associated interfacing hardware such as cabling and wiring. EDMs may be comprised of varying combinations breadboard components, commercial-off-the-shelf (COTS) equipments, and existing equipments. Specific efforts will be detailed in the TI or ECP's provided as GFI.

Per TI's, the Contractor shall design, develop, code and install software modifications and upgrades to government provided software embedded in or installed in sensors, sub-systems, equipment and computers for HLD/HLS systems. Specific efforts will be detailed in the TI or ECP provided as GFI.

4.4.1 Deliverable

The Contractor shall prepare technical reports to include plans, assessments, metrics, requirements documents, white papers, schedules, milestone charts, designs and design documentation, test plans, technical reports, supporting software documentation IAW CDRLs A002, A003, A006, or A008. Software code and related documentation shall be delivered IAW CDRL A010. Engineering change proposals shall be delivered IAW CDRL A012. Drawing packages shall be delivered in accordance with CDRL A013.

Standard: Successful government utilization of plans, requirement documents, test plans, software and its documentation deliverables in lab or in test environments. Successful demonstration of hardware and computer programs and software in lab or field environments. Provide technically accurate hardware and software analysis, recommendations, design documentation, and technical documentation. Documents conform to AD 3.1.9 and any other AD cited in the TI's. Documents are complete having few and only minor errors requiring corrections after review. Narrative presentations are clear and concise. All work performed by the Contractor is accordance with industry standards for system and software engineering practices as cited in Section 3.0 above and the specific TI's.

4.5 Test and Evaluation Support

Per TI's the Contractor shall provide engineering test and evaluation services in support of the HLD/HLS Programs Office to test, evaluate and document HLS, HLD and AT/FP technologies, systems and subsystems. These test and evaluation events pertain to technologies, systems, and subsystems developed by other companies or government organizations-not the technologies developed and delivered as part of section 4.4 above. The Contractor shall document the results of laboratory, developmental and field-testing performed in comparison to specification requirements of the software or equipment being tested. The Contractor shall be responsible for the design of test methodologies and the performance of those tests. 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 test plan will be submitted for Government review and approval prior to the conducting of any tests.

The Contractor shall develop and conduct operational tests to measure effectiveness of identified technologies,

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systems and subsystems. 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.

4.5.1 Deliverable

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

Standard: Successful completion of operational system and subsystem test in accordance with Government approved test plans. Analyses, plans and reports are technically sound. Recommendations are sound, clear and actionable. Documents conform to AD 3.1.9 and any other AD cited in the TI's. Documents are complete having few and only minor errors requiring corrections after review. Narrative presentations are clear and concise

4.6 Facilities Development, Operation and Maintenance

4.6.1.1 Planning:

Per TI's, the Contractor shall develop or update laboratory design data, layout drawings, specifications and engineering change packages provided as GFI to implement new additions or upgrades to existing HLD/HLS laboratories. The Contractor shall perform assessments and conduct necessary analysis and designs as appropriate IAW the TI's

4.6.1.2 Execution:

Per TI's, the Contractor shall provide engineering and technical services in the installation of HLD/HLS laboratories and test facilities' equipment in support of HLD/HLS developmental programs. This work shall include the design, fabrication and installation of any mounts, frames, racks, etc. required to install, organize or support the laboratory and test equipment. The work shall also include the procurement or fabrication of cables, equipment wiring, networking and any other electrical / electronic / data / signal connection means between systems and components in the laboratory or facility. The Contractors shall develop Test Plans for testing equipment after installation and once the test plans are approved by the Government, conduct the tests and then report the results of the testing on equipment at the HLD/HLS laboratories and test facilities. The Contractor shall provide configuration management technical assessments to maintain a laboratory's logistic baselines.

4.6.2 Deliverables

Data Deliverables: Technical reports to include plans, assessments, metrics, requirements documents, white papers, schedules, milestone charts, technical reports, supporting software documentation and logistics reports are to be delivered IAW CDRL A001. Design and layout drawings shall be delivered IAW CDRL A013. Test Plans are to be delivered IAW CDRL A006 and Test and Inspection Reports are to be delivered IAW CDRL A007. The Contractor shall provide facilities and laboratory logistics management information data IAW CDRL A011.

Other Deliverables: The Contractor shall deliver facility or laboratory hardware and incidental materials in accordance with Government provided schedules (TBD GFI).

Standard: Laboratory and facility plans, analysis, design and installation/modifications are developed in accordance with standard commercial practices. Recommendations are clear and actionable. Installation and related test plans and testing are done in accordance with Government approved documents/plans. Documents conform to AD 3.1.9 and any other AD cited in the TI's. Documents are complete having few and only minor errors requiring corrections after review. Narrative presentations are clear and concise

4.7 System Installation Support

Per TI's, the Contractor shall provide the personnel, materials and supplies necessary for supporting the required packing, assembling, installing and testing of GFE HLD/HLS systems such as the Integrated Swimmer Defense System at CONUS and OCONUS sites. Schedules and locations will be detailed in specific TI's. In support of this tasking the Contractor shall develop Installation Plans and Test Plans to ensure proper system operations when installed, and Summary Reports detailing the installation and any tests conducted. The Installation Plans and Test Plans shall be submitted to the Government for review and approval before any work is to be done.

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4.7.1 Deliverable

The Contractor shall provide Installation Plans IAW CDRL A002. Test Plans are to be delivered IAW A006 and post-installation Test Summary Reports IAW A007.

Standard: Accurate and on-time system installations IAW TI's specifications and schedules. Successful completion of operational and system test events after equipment is shipped and installed. Analyses, plans and reports are technically sound and are free of extensive errors or omissions. Documents conform to AD 3.1.9 and any other AD cited in the TI's. Documents are complete having few and only minor errors requiring corrections after review. Narrative presentations are clear and concise

4.8 Integrated Logistics Support Services

Per TI's, the Contractor shall track, coordinate and maintain the supply logistical functions for the Integrated Swimmer Defense (ISD) System and other HLD/HLS systems, laboratories and facilities. The Contractor shall be responsible for establishing and maintaining an inventory list of laboratory, In Service Engineering Agent (ISEA) depot and deployed ISD or other HLD/HLS systems and system components. These lists shall include a complete record of sensors, materials, parts and components including spares.

Per TI's, the Contractor shall be responsible for assisting in the receipt, storage, tracking and issuance of the materials required for the operations of deployed ISD or other HLD/HLS systems and HLD/HLS laboratories and facilities. The Contractor shall maintain inventory control using the GFI Database.

Per TI's, the Contractor shall provide Fleet support for delivered and deployed systems based on GFI. The support shall consist of fielding trouble calls from the Fleet, working to identify source of the problem, providing a recommended solution and follow up with Fleet customer to ensure the problem has been addressed. These actions shall be documented in the GFI database.

4.8.1 Deliverable

The Contractor shall provide system and subsystem logistics management information data and reports IAW CDRL A011.

Standard: Logistics information is timely and accurate. The Contractor documented, recorded and reported all pertinent information with a minimum occurrence of errors, omissions or inaccuracies.

4.9 Software Development Plan

The Contractor shall update the Software Development Plan (SDP) that was submitted as part of the Contractor's Proposal, in accordance with **CDRL A016** and the requirements of Contract Clause C55S.

4.9.1 Deliverable

The Contractor's Software Development Plan shall be delivered in accordance with CDRL A016.

Standard: Documents conform to AD 3.1.9 and any other AD cited in the TI's. Documents are complete having few and only minor errors requiring corrections after review. Narrative presentations are clear and concise. All work performed under this task shall be performed by the Contractor in accordance with industry standards for system and software engineering practices as cited in Section 3.0 above.

5.0 Progress Reports

The Contractor shall deliver monthly performance reports in accordance with the basic contract Performance Reporting, subsection (C).

6.0 Government Furnished Information and Equipment

6.1 Government Furnished Information (GFI)

Government Furnished Information (GFI) will be provided at the time of contract award or when developed.

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Applicable GFI will be identified in specific TI's

GFI documents may include: technical instructions, white papers, technical reports, engineering change proposals (ECP's), interface requirements documentation, analysis of alternatives, hardware and software requirements and specifications and performance specifications.

6.2 Government Furnished Equipment (GFE)

Government Furnished Equipment (GFE) shall be provided at the time that it obtained or developed by the Government. GFE shall be for contractor use, installation, or incorporation into end product systems.

7.0 Quality Surveillance and Performance Standards

The government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of deliverables. Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the performance standards defined in individual task paragraphs. Responsiveness will be evaluated based upon the government's experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to the negotiated costs.

C16S COST AND PERFORMANCE REPORTING (MAY 2005)

(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 NUWCDIVNPT Code 119 .

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

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

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(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 NUWCDIVNPT 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.

C23S FACILITIES (SEP 2004)

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

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

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C24S SECURITY REQUIREMENTS (OCT 2004)

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

C25S ACCESS TO GOVERNMENT SITE (OCT 2009)

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

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

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

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

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

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

(d) The contractor shall ensure that each contractor employee who is resident at any NUWC DIVNPT 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 NUWC DIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/External ISO14001_2009 Training.pdf

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

C54S UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other task order, the contractor believes that any task order contains outdated or different versions of any specifications or standards, the contractor may request that all of its task orders be updated to include the current version of the applicable specification or standard. Updating shall not affect the

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form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the task order in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the task order.

C55S Software Development Requirements (NAVSEA) (DEC 2006)

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

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

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

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

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

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

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

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

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

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

(b) The SDP shall be delivered to the Government for concurrence under CDRL A00x and shall not vary significantly from that proposed to the Government for evaluation for award. The contractor shall follow the Government concurred with SDP for all computer software to be developed or maintained under this effort. Any changes, modifications, additions or substitutions to the SDP also require prior Government concurrence.

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

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

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

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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:

CLIN/OPTION	FUND TYPE	PERIOD OF PERFORMANCE
4100 & 6100/OPTION 2	RDT&E	10/30/2009 - 10/29/2010*
4200 & 6200/OPTION 1	RDDA	10/30/2009 - 10/29/2010*
4300 & 6300/BASE PERIOD	OGVT	10/30/2009 - 10/29/2010
4400 & 6400/OPTION 3	OMN	10/30/2009 - 10/29/2010*
4101 & 6101/OPTION 4	RDT&E	10/30/2010 - 10/29/2011*
4201 & 6201/OPTION 5	RDDA	10/30/2010 - 10/29/2011*
4301 & 6301/OPTION 6	OGVT	10/30/2010 - 10/29/2011*
4401 & 6401/OPTION 7	OMN	10/30/2010 - 10/29/2011*
4102 & 6102/OPTION 8	RDT&E	10/30/2011 - 10/29/2012*
4202 & 6202/OPTION 9	RDDA	10/30/2011 - 10/29/2012*
4302 & 6302/OPTION 10	OGVT	10/30/2011 - 10/29/2012*
4402 & 6402/OPTION 11	OMN	10/30/2011 - 10/29/2012*
4103 & 6103/OPTION 12	RDT&E	10/30/2012 - 10/29/2013*
4203 & 6203/OPTION 13	RDDA	10/30/2012 - 10/29/2013*
4303 & 6303/OPTION 14	OGVT	10/30/2012 - 10/29/2013*
4403 & 6403/OPTION 15	OMN	10/30/2012 - 10/29/2013*
4104 & 6104/OPTION 16	RDT&E	10/30/2013 - 10/29/2014*
4204 & 6204/OPTION 17	RDDA	10/30/2013 - 10/29/2014*
4304 & 6304/OPTION 18	OGVT	10/30/2013 - 10/29/2014*
4404 & 6404/OPTION 19	OMN	10/30/2013 - 10/29/2014*

*IF OPTION EXERCISED

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
 Naval Undersea Warfare Center, Division Newport
 Naval Station Newport, Bldg. 47
 47 Chandler Street
 Newport, RI 02841-1708

F22S DELIVERY OF DATA (JUN 2004)

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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 shall be performed at the Contractor's facilities and Government facilities in Newport, RI; with travel to CONUS (Naval and commercial ports and facilities such as Washington, DC area; Norfolk, VA; San Diego, CA; Pearl Harbor, HI; Mayport, FL; Kingsbay, GA; Groton, CT) and OCONUS (such as Middle East, Africa and other expeditionary force deployment areas).

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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) (MAY 2009)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Undersea Warfare Center Division, Newport, Rhode Island (NUWCDIVNPT) 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

X	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI) Contractors MUST attach a completed SF-1035 in WAWF	
Applies to CLINs/SLINS: ALL CLINS		
Issue DODAAC		N66604
Admin DODAAC		S3309A
Pay Office DODAAC		HQ0337
DCAA Auditor		HAA331
Service Approver DODAAC		N66604
LPO DODAAC		Leave Blank

ATTN CONTRACTORS:

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

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(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 been submitted into WAWF.

Send Additional Email Notification To:
john.hartweinsanchez@navy.mil ; James.pollock@navy.mil

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

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

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (MAY 2009)

(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 Alexander
Telephone: Commercial: 401-832-3230; DSN: 432-3230
Fax: Commercial: 401-832-4820; DSN: 432-4820
Email: elizabeth.alexander@navy.mil

d) The Task Order Negotiator is:

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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 (3)** 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.

(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.

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(i) This clause applies to Statement of Work task(s): 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7 & 4.8

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

H14S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-4

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

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

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

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

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

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

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

(h) This clause applies to Statement of Work task(s): 4.4, 4.5 & 4.6

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

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

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

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

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

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

The contractor is expressly prohibited from purchasing any telecommunication devices (i.e. satellite telephones, cell

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phones, pagers, blackberry, two way radios, walkie-talkies, etc. or any associated accessories) without the written approval of the contracting officer on an item by item basis.

H30S LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JAN 2008)

This order is incrementally funded and the amount currently available for payment hereunder is limited to \$50,000.00 inclusive of fee, profit and all other charges. The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this order.

NUWC Accrual Date: December 20, 2009

H38S TECHNICAL INSTRUCTIONS (FEB 2009)

(a) A Technical Instruction (TI) is written guidance or specific direction to the contractor within the scope of the task order Statement of Work (SOW).

(b) When necessary, the Government will issue Technical Instructions (TI's) to provide clarification or details of specific tasks set forth in the task order Statement of Work (SOW). However, TI's may not be used to:

- (1) assign work not covered by the scope of the task order (it is not a modification to the task order),
- (2) direct a change as defined in the contract clause entitled "Changes",
- (3) increase or decrease the task order's estimated cost, its fixed fee or award fee, its total level of effort, or the time required for contract performance; or
- (4) change any of the terms, conditions or specifications of the basic contract or task order.

(c) Normally, the Task Order Manager (TOM) will issue the TI, although it may be issued by the Task Order Ordering/Contracting Officer. The TI may be based on technical discussions with the Contractor. However, the TOM can only perform one of the following functions: (1) initiate the requirement for the task order, (2) place TI's, or (3) perform receipt, inspection, and acceptance of the services. If circumstances preclude an individual TOM from performing a single function, then, at a minimum, the individual TOM responsible for placing the TI shall not perform receipt, inspection, and acceptance.

(d) In an urgent situation, if funding is already available (see paragraph (f)), the TOM may provide oral direction to the contractor, but any oral direction must be formalized in writing within 5 working days. A TI is effective only after it is signed by the TOM and delivered, mailed, or electronically transmitted to a contractor representative. Subsequent TIs may revise the original TI. The contractor shall not initiate work unless the work has been defined by a TI.

(e) As a minimum, TI's shall include the following data:

- (1) Contract number, task order number and TI number,
- (2) Effective date (if different from date of the TI),
- (3) Technical directions or clarifications, stated in a clear and unambiguous fashion
- (4) Specific reference to relevant SOW paragraphs, deliverables, quantities, due date, SLINs, color of funding, government cost estimate, and total labor hours to be expended.

(f) Regardless of whether the TI is first transmitted orally or in writing, no cost will be incurred unless appropriate funding is available on this task order.

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

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

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

H81S TRAVEL COSTS AND RESPONSIBILITIES (JUL 2008)

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

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR subpart 31.2 or 31.3 as applicable.

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

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

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

Wage Determination #:2005-2467, Revision: 7, Area: 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:

1. Were these services previously performed at this locality under an SCA-Covered contract? UES
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

- 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
- 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
- 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAR 2006)
- 252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS (JUL 2006)
- 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 1998)
- 252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (NOV 1995)
- 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
- 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS COMPUTER SOFTWARE (JUN 1995)
- 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)
- 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
- 252.227-7030 TECHNICAL DATA—WITHHOLDING OF PAYMENT (MAR 2000)
- 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
- 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
- 52.217-5 EVALUATION OF OPTIONS (JUL 1990)
- 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
- 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (JUL 2005)
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
- 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)
- 52.227-10 FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER (APR 1984)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2009)

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52.245-1 GOVERNMENT PROPERTY (June 2007)

52.245-9 USE AND CHARGES (JUNE 2007)

I22-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

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

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

Employee Class Monetary Wage - Fringe Benefits

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

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

[HTTP://WWW.DOL.GOV/ESA/REGS/COMPLIANCE/WHD/WAGE/SCADIRV5/SCADIRECTVERS5.PDF](http://www.dol.gov/esa/regs/compliance/whd/wage/scadirv5/scadirectvers5.pdf)

GOVERNMENT EQUIVALENT GS LEVELS:

[HTTP://WWW.DOL.GOV/ESA/REGS/COMPLIANCE/WHD/WEB/INDEX.HTM](http://www.dol.gov/esa/regs/compliance/whd/web/index.htm)

and

OFFICE OF PERSONNEL MANAGEMENT:

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

52.222-54 Employment Eligibility Verification (Jan 2009)

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

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

(1) Means any item of supply that is—

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

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

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

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

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An

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employee is not considered to be directly performing work under a contract if the employee—

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

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

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

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

“United States,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

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

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

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

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

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

(i) *All new employees.*

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

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

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

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

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

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hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

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

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

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

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

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

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

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

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

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

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

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

(1) *Is for*—

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

(ii) Construction;

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

(3) Includes work performed in the United States.

52.222-54 Employment Eligibility Verification (Jan 2009)

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

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

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(1) Means any item of supply that is—

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

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

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

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

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

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

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

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

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

“United States,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

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

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

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

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

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

(i) *All new employees.*

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

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

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

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

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

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

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

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

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

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

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

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

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

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

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

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

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(1) *Is for*—

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

(ii) Construction;

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

(3) Includes work performed in the United States.

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SECTION J LIST OF ATTACHMENTS

Exhibit "A" - DD 1423, Contract Data Requirements List

Attachment #2 - Government Furnished Property

Attachment #1 - DD 254, Contract Security Classification Specification

Attachment #3 - JA4S, Task Order Administration Plan