

ORDER FOR SUPPLIES OR SERVICES (FINAL)										PAGE 1 OF 3					
1. CONTRACT NO. N00178-07-D-5087			2. DELIVERY ORDER NO. N401		3. EFFECTIVE DATE 2013 Oct 01			4. PURCH REQUEST NO. 1300274263		5. PRIORITY Unrated					
6. ISSUED BY NUWC, NEWPORT DIVISION Simonpietri Drive, Building 11 Newport RI 02841-1706			CODE N66604		7. ADMINISTERED BY DCMA BOSTON 495 SUMMER STREET BOSTON MA 02210-2138			CODE S2206A		8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)					
9. CONTRACTOR HCH Enterprises, LLC 25 Fairmount Ave East Providence RI 02914			CODE 3Z6K6		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input checked="" 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		<input type="checkbox"/>		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.															
<div style="display: flex; justify-content: space-between;"> <div>HCH Enterprises, LLC</div> <div>Henry C., Jr. President & CEO</div> </div>															
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/> 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					
										26. DIFFERENCES					
						09/29/2013 CONTRACTING/ORDERING OFFICER									
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					
						PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR					
f. TELEPHONE		g. E-MAIL ADDRESS				FINAL									
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT				34. CHECK NUMBER					
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				COMPLETE									
						PARTIAL						35. BILL OF LADING NO.			
						FULL									
37. RECEIVED AT			38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.				

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GENERAL INFORMATION

GENERAL INFORMATION

DISTRIBUTION

FSC: R499

NAICS: 541330

NUWCDIVNPT Requisition Number: [REDACTED]

NUWCDIVNPT Control Number: TBD

NUWCDIVNPT Point of Contact: [REDACTED]
[REDACTED]

Type of Task Order: Firm Fixed Price SeaPort-e Task Order

The following changes are made from the solicitation document:

SECTION B -

1. Award Base Year NUWCDIVNPT WCF CLINs 5100, 5104, 5120, 5124, 5160 & 5164, Period of Performance [REDACTED]

Note: Costs cannot be incurred on CLINs 5100, 5104, 5120, 5124, 5160 & 5164 prior to 10/01/13

2. Establish new SLINs [REDACTED]

SECTION C -

1. Revise Section 2.0 Scope of the Statement of Work to update the list of NUWCDIVNPT codes

SECTION F -

1. Revise the periods of performance dates

SECTION G -

1. Clause 252-232.7006 "WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)" is updated to reflect award specific information

2. Clause G10S "CONTRACTUAL AUTHORITY AND COMMUNICATIONS (NOV 2012)" is updated to reflect award specific information

3. Clause G14S "CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)" is updated to reflect award specific information

4. Accounting and Appropriation Data: LLAs [REDACTED]

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[REDACTED] are added to reflect initial funding

SECTION H -

1. Clause 5252.237-9106 "SUBSTITUTION OF PERSONNEL (SEP 1990)" NOTE is revised to include award specific information identifying Key Personnel
2. Clause H83S "SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)" is updated to include the most current Wage Determination information for WD 2005-2467 as follows:

Delete: Revision 12 (as of 6/13/12)

Insert: Revision 13 (as of 6/19/13)

SECTION I -

1. Clause 52.244-2 "SUBCONTRACTS (OCT 2010)" is updated to include award specific information

SECTION J -

1. Remove the Solicitation DD 254

As a result of the award of CLINs 5100, 5104, 5120, 5124, 5160 & 5164, the total value of the Task Order is increased from [REDACTED]

All other Task Order terms and conditions remain unchanged.

The conformed Task Order is contained in EDA and the SeaPort Portal

Invoicing Note: The contractor shall not direct charge to the contract for time off.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
5000		[REDACTED]				[REDACTED]
		[REDACTED]				
		[REDACTED]				
		[REDACTED]				
		[REDACTED]				
5100	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]				
		[REDACTED]				
510001	R499	[REDACTED]				
		[REDACTED]				
		[REDACTED]				
		[REDACTED]				
		[REDACTED]				
5101	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]				
		[REDACTED]				
		[REDACTED]				
5102	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]				
		[REDACTED]				
		[REDACTED]				
5103	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]				
		[REDACTED]				
		[REDACTED]				
5104	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]				
510401	R499	[REDACTED]				
		[REDACTED]				
		[REDACTED]				
		[REDACTED]				
		[REDACTED]				
5105	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]				
		[REDACTED]				
5106	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]				
		[REDACTED]				

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		[REDACTED]			
		[REDACTED]			
		[REDACTED]			
5166	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
		[REDACTED]			
5167	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
		[REDACTED]			
5170	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
5171	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
		[REDACTED]			
5172	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
		[REDACTED]			
5173	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
		[REDACTED]			
5174	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
5175	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
5176	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
5177	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
5180	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
5181	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
		[REDACTED]			
5182	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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8101	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8102	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8103	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8104	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8105	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8106	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8107	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8110	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8111	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8112	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8113	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8114	R499	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]

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8115	R499				
8116	R499				
8117	R499				
8120	R499				
8121	R499				
8122	R499				
8123	R499				
8124	R499				
8125	R499				
8126	R499				
8127	R499				

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		[REDACTED]			
		[REDACTED]			
8163	R499	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
		[REDACTED]			
8164	R499	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
		[REDACTED]			
8165	R499	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
		[REDACTED]			
8166	R499	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
		[REDACTED]			
8167	R499	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
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8170	R499	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
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8171	R499	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
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8172	R499	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
		[REDACTED]			
8173	R499	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
		[REDACTED]			
8174	R499	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
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8175	R499	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
		[REDACTED]			
8176	R499	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			

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8190	R499	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
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8203	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
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8210	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8211	R499	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]

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8212	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8213	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8214	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8215	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
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8220	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
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8225	R499	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]

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8226	R499	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>
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8233	R499	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>
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8234	R499	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>
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8235	R499	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>
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8236	R499	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>
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8237	R499	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>
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8240	R499	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>
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8241	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8242	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8243	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8244	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8245	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8246	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8247	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8248	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8249	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8250	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8251	R499	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]

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		[REDACTED]			
8260	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8261	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8262	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8263	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8264	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8265	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8266	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8267	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8270	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8271	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8272	R499	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
8273	R499	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]

		<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>			
8274	R499	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>
8275	R499	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>
8276	R499	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>
8277	R499	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>
8280	R499	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>
8281	R499	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>
8282	R499	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>
8283	R499	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>
8284	R499	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>
8285	R499	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>
8286	R499	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>

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8287	R499	████████████████████	██████	██	██████	████████████████████
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8288	R499	████████████████████	██████	██	██████	████████████████████
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8289	R499	████████████████████	██████	██	██████	████████████████████
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8290	R499	████████████████████	██████	██	██████	████████████████████
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8291	R499	████████████████████	██████	██	██████	████████████████████
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		██████				

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NOTE: Upon award of the task order, CLINs under Section B may be renumbered.

HQ B-2-0010 NOTE (OPTION)

NOTE B - Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

HQ B-2-0022 CONTRACT SUMMARY FOR PAYMENT OFFICE (FIXED PRICE) (FEB 1997)

This entire contract is fixed price.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

- (a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).
- (b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
- (c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.
- (d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
- (e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.
- (f) Compliance with this requirement is a material requirement of this contract.

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(End of Text)

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated in response to NAVSEA Solicitation No. N00024-13-R-3183.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

(End of Text)

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire

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after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any re-competition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should

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become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

(End of Text)

HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

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

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notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

(End of Text)

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 NACLIC.

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

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

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

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

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

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

C26S INFORMATION ASSURANCE – UNCLASSIFIED DOD INFORMATION ON NON-DOD INFORMATION SYSTEMS (JUL 2012)

(a) The Contractor shall ensure that unclassified DoD information it receives or produces in support of DoD activities is protected according to the information safeguards described in DoD Instruction

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8582.01 – Security of Unclassified DoD Information on Non-DoD Information Systems, which is available at the following web address: <http://www.dtic.mil/whs/directives/corres/pdf/858201p.pdf>

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

(c) Contractor personnel that have not been briefed on DoD Instruction 8582.01 – Security of Unclassified DoD Information on Non-DoD Information Systems shall be denied access contractor systems that contain unclassified DoD information.

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

HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (SEP 2009)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(c)(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

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HQ C-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)

In accordance with the clause of this contract entitled "INSURANCE--WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5), the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

(a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307(a).

(b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

NUWC DIVISION NEWPORT ADMINISTRATIVE SUPPORT SERVICES

STATEMENT OF WORK

1.0 Background.

The Naval Undersea Warfare Center, Division Newport (NUWC DIVNPT) provides research, development, test and evaluation, engineering and fleet support for submarines, autonomous underwater systems, undersea offensive and defensive weapons systems and countermeasures associated with undersea warfare. The various organizational elements at NUWC Division require administrative and clerical support services.

2.0 Scope.

Navy Working Capital Funding (NWCF) funding will be used where administrative support services are provided as general department support to the following NUWC DIVNPT codes:

Code 07 - Office of Strategic Management

Code 25 - Undersea Warfare Combat Systems

Code 34 - Undersea Warfare Electromagnetic Systems Web Site Index

Code 40 - Platform & Payload Integration Web Site Index

Code 59 - Commercial Acquisition Department

Code 70 - Ranges, Engineering & Analysis

Other types of funding funds will be used when departments/codes require administrative support for specific tasks/projects in direct support of a program.

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All work under this contract shall be performed on Government property with the exception of the Contractor Senior Technical Representative (STR). The contractor shall staff and operate the Administrative Work Centers (AWCs) located on the NUWCDIVNPT campus.

These tasks shall be performed within scope of the Basic Seaport-e under task 3.21.

The contractor shall provide services for the following tasks:

- 4.1 Front desk operations,
- 4.2 Document preparation and handling
- 4.3 Filing
- 4.4 Duplication and distribution of documents
- 4.5 Classified mail handling
- 4.6 Data maintenance,
- 4.7 General administrative support services.

The contractor shall perform these tasks both manually and in an automated office environment using word processing, database, spreadsheet, desk top publishing and other various business administration software.

3.0 Applicable Documents

The following documents are provided for guidance and for official documentation formats to be used performing work under this contract. Technical Instructions may specify additional applicable documents. Other standard reference books and documents (unabridged dictionary, thesaurus and specialized technical dictionaries) will be available for contractor use at AWC sites.

- 3.1 SECNAVINST 5216.5D, CH-2 AASN Department of the Navy Correspondence Manual 6-02-2005
- 3.2 SECNAVINST 5210.11D, Department of the Navy File Maintenance Procedures and Standard Subject Identification Codes (SSIC)
- 3.3 NUWCDIVINST 5216.1H, Preparation of Division Correspondence, Including Electronic and Facsimile Correspondence, dated 24 June 2010
- 3.4 NUWCDIVNPTINST 5000.3M, Signing of Official Correspondence, dated 27 May 2008
- 3.5 Message Address Directory
- 3.6 NUWCDIVNPTINST 5500.4B with CH-1 NUWCDIVNPT Security Manual, dated 11 Nov 2001- CHANGED 31 JAN 2012
- 3.7 NUWCDIVNPT 5200.4G, NUWCDIVNPT Publications and Presentations Guide, dated 3 May 2009.
- 3.8 NUWCDIVNPT Technical Document 6032, Acronyms, Abbreviations, and Initialisms
- 3.9 NUWCDIVNPTINST 5720.5B, NUWCDIVNPT Public affairs Policy and Responsibilities, dated 10 July 2000.
- 3.10 NTP 3 Supplement IF, Naval Telecommunications Procedures
- 3.11 Dictionary of Naval Abbreviations
- 3.12 Dictionary of Technical Terms
- 3.13 OPNAVINST 5218.7C, Navy Official Mail Management Instructions 01 Feb 2011

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3.14 Department of Defense Directive 5230.24, Distribution Statements on Technical Documents.

3.15 Desk Instructions for each of the AWC locations.

4.0 Administrative Work Center (AWC) Operations

The contractor shall staff and operate AWCs on site at NUWCDIVNPT in order to provide administrative and clerical support services. AWCs are sites at various locations throughout NUWCDIVNPT where contractor employees perform services. AWCs are physically separate from Government employee workspace, are in proximity to the designated government POC, and include all furnishings, supplies and equipment necessary for performance of the tasks.

Technical Instructions will provide the specific details for individual AWCs and identify the organizational element (Code) applicable to the AWC location. The Technical Instruction will provide:

- (1) The specific task(s) (4.1 to 4.7) to be accomplished in the AWCs;
- (2) The name, code , and telephone number of the Government Point Of Contact (POC);
- (3) Applicable Documents listed in 3.0 and any additional applicable documents.
- (4) Applicable CLIN;
- (5) Program project;
- (6) Government Furnished Information (GFI);
- (7) Schedules for processing documents;
- (8) Desk Instructions;
- (9) List of Government furnished facilities, equipment and supplies;
- (10) Any additional information needed to define the particular requirement.
- (11) Draft or sample formats and documentation may be provided.
- (12) The Government POC may establish a system of prioritizing work using white boards, inbaskets, electronic transmissions, etc. and provided as GFI in Technical Instructions.

The contractor shall clearly identify the AWC as contractor workspace with a prominent sign displaying the contractor's and contractor-employees' names. Except as otherwise indicated in the Technical Instructions, the contractor employees shall identify themselves as a contractor employee when answering the phone by using a greeting such as "This is ABC Company answering for NUWCDIVNPT Code (specific Code number)".

The contractor shall report problems or potential problems regarding the physical space or Government property to their STR. The STR shall report these problems directly to the Government POC and the Contracting Officer's Representative (COR).

Some documents to be provided or processed may be classified CONFIDENTIAL or SECRET.

Some personnel will need appropriate clearances; see the DD form 254 (attachment #1).

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The resources available to perform these services will be identified in the Technical Instructions.

4.1 Task A Front Desk Operations

The contractor shall provide front desk services, and office receptionist services as follows:

Relay incoming, outgoing and intra system calls; greet visitors; determine the nature of visits; and direct visitors to appropriate Government personnel, record and transmit messages, keep records of calls and visits, provide information to callers and visitors and keep visitor logs.

4.2 Task B Document Preparation and Handling

The contractor shall provide document preparation services. These services will require the use of various Government-provided automated systems such as word processing equipment, personal computers (PC and/or Macintosh) or work stations linked to NCMI computer systems.

The contractor shall prepare documents derived from a variety of GFI sources including handwritten materials, marked-up materials, draft version electronic documents, and databases.

Typical work products will include: correspondence, memoranda, messages, technical reports, weekly highlights, presentation materials, publications, flow diagrams, charts, graphs, spreadsheets, tables, visit requests, travel orders/claims, conference registration forms, work requests, shipping documents and various other standard forms as may be designated in Technical Instructions.

4.3 Task C Filing

The contractor shall file various types of documents provided as GFI for future reference in existing filing systems identified at each AWC. The contractor shall maintain various types of files and file correspondence on a continuing basis or establish new physical (hardcopy) or computer based filing systems. The contractor shall utilize filing and entry methods consistent with the existing files or as detailed in applicable Desk Instructions (3.16) or Technical Instructions. This task includes sorting, indexing, and retrieving information from hard copy and/or computer based files.

The contractor shall file documentation in applicable file cabinets and or folders or computer based filing systems. Files can be easily classified in a simple filing system (subject matter, alphabetical, chronological or numerical). The types of documents to be filed will be identified in the Technical Instructions.

The contractor shall prepare files and administrative documents for the destruction process per Applicable Document 3.6 and supplemental guidance provided in a Technical Instruction. (Actual disposal is outside the scope of this contract and is the responsibility of the requiring department)

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4.4 Task D Duplication and Distribution

The contractor shall duplicate and distribute a variety of correspondence, forms, and documentation provided as GFI. The contractor shall prepare and distribute the documents to specified addresses via outgoing US Mail, NUWCDIVNPT internal "guard" mail, or FAX documentation, forms or other Government material in quantities specified for each AWC location. The contractor shall not employ private mail/delivery services (e.g. Federal Express). The Government will provide the specific number of quantities to be duplicated or arrange for reproduction using Government reproduction facilities. The contractor shall also sort and distribute incoming mail. Incoming mail shall be deposited in an identified spot. The contractor shall be responsible for retrieving, sorting and distributing mail daily.

4.5 Task E CLASSIFIED Document Processing

The contractor shall prepare CLASSIFIED documents for mailing, following established control procedures and NUWCDNNPT security procedures per Applicable Documents 3.1, 3.2 and 3.6. Preparation and handling of classified materials for mailing shall comply with established control procedures and security requirements. The contractor shall: prepare mailing labels, forwarding letters, custody receipt forms, maintain CLASSIFIED document logs and hand delivery of materials to NUWC control points (Secret Control, CLASSIFIED Document Library, Security, Mail Room).

4.6 Task F Data Maintenance

The contractor shall provide data maintenance services for existing databases including data entry, data verification, data retrieval, creation of reports using established Government formats, and distribution of reports or information provided as GFI identified in the Technical Instructions. Typically these services will be provided for existing data systems per Government furnished source documents and system procedures. Data entry tasking may range from the routine and repetitive to the more complex; requiring working knowledge of coding schemes used by existing government systems. Government furnished information will provide additional details such as the nature and format of the source data, the data system to be employed, system specific security procedures, and deliverable system output. All manuals and other written material that describes the operation of the data entry and data extraction (report production) aspects of the system will be provided as Government furnished information (GFI).

4.7 Task G General Administrative Support Services

The contractor shall provide the following general administrative support services in accordance with Applicable Document 3.15:

- maintain calendars and schedules
- track status of work requests, requisitions, and action items

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- reserve conference rooms for scheduled meetings
- maintain internal reports
- establish inventory listings

The contractor shall maintain various manual log books or computer based log systems that will be accessible to all Government personnel.

6.0 Government Furnished Property

The Government will provide all facilities, equipment and supplies necessary for the operation of AWCs and performance of all tasks. Government Furnished Property for each AWC will be listed on the GFP List submitted with the Technical Instructions.

The Government shall provide utilities (including telephone), roof, structure, floor covering, interior and exterior painting, heating cooling, electrical, plumbing systems, built-in equipment repair, and maintenance services to all Government furnished facilities.

The contractor STR and the Government POC will jointly determine the working condition and adequacy of all equipment. The POC for each work site will be accountable for all equipment used by the contractor. When any Government furnished property becomes unserviceable, the contractor STR shall notify the Government POC for proper disposition.

The contractor shall not use any Government owned facility, equipment, or material for any other purpose than the fulfillment of the contract. Government telephones shall not be used for personal reasons nor for any unauthorized toll or long distance calls.

The Government will furnish expendable operating supplies at each AWC. The contractor is responsible for maintaining an adequate on-hand inventory of Government furnished supplies. The contractor shall notify the Government POC when additional supplies are needed.

6.1 Government Furnished Information

Specific GFI references will be provided in the Technical Instructions.

7.0 Information Safeguarding

7.1 Security Classification

The highest level of classification under this contract is SECRET. Technical Instructions will specify the security classification level required for the relevant AWC(s). All classified material and information shall be managed and handled per the DD Form 254 (attachment #1).

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7.2 Proprietary Data

Performance of several tasks may require the contractor to have access to sensitive data and information proprietary to a Government agency, another Government contractor, or of such nature that its dissemination or use, other than as specified in this contract, could be adverse to the interests of the Government and/or others. See Organizational Conflict of Interest and Personally Identifiable Information clauses.

9.0 Government Point of Contact (POC):

The POC is the Government representative designated in the Technical Instructions. The POC is the liaison between the contractor STR and Government employees utilizing the AWC services and reviews the work requests to ensure tasking is within scope. The POC acts as the COR liaison and provides documentation to the COR relative to contractor performance. The POC is responsible for ensuring services remain non-personal in nature and for alerting the COR/PCO of any discrepancies or problems in performance, or conflicts between the statement of work and actual performance. The POC is not authorized to make contract changes or otherwise modify the terms and conditions of this contract.

9.1 Originator:

Originators are specific end-users of the services being provided (e.g. a Government employee who drafts a document for word processing). An originator is not authorized to make contract changes or otherwise modify the terms of the contract or Technical Instructions.

9.2 Work Request Form:

When the use of work request forms is needed, the originators will provide a completed form to the POC who will then provide the form to the contractor STR. Repetitive tasks may be included on a work request form issued at the beginning of each week.

9.3 Personal Services:

Personal Services are services performed through an employer-employee relationship created between the Government and contractor personnel performing the contract. Such a relationship occurs through virtually continuous supervision and control of contractor personnel by a Government employee. Personal services are prohibited by regulation and shall not be provided under this contract (See FAR 37.104 for greater detail.).

C56S ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (MAR 2010)

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

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- ☒ 36 C.F.R. § 1194.21 - Software applications and operating systems
- ☒ 36 C.F.R. § 1194.22 - Web-based and internet information and applications
- ☐ 36 C.F.R. § 1194.23 - Telecommunications products
- ☐ 36 C.F.R. § 1194.24 - Video and multimedia products
- ☐ 36 C.F.R. § 1194.25 - Self contained, closed products
- ☒ 36 C.F.R. § 1194.26 - Desktop and portable computers
- ☐ 36 C.F.R. § 1194.31 - Functional Performance Criteria
- ☒ 36 C.F.R. § 1194.41 – Information, Documentation, and Support

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

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

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

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SECTION D PACKAGING AND MARKING

APPLICABLE TO ALL ITEMS: There are no packaging or marking requirements for the services ordered under this Task order.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the contract.

The following Clauses are incorporated by Reference:

52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)

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

The following Clauses are incorporated by Full Text:

HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR SERVICES

Item(s) 5000 and 8000- Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

HQ E-2-0008 INSPECTION AND TEST RECORDS (NAVSEA) (MAY 1995)

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

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SECTION F DELIVERABLES OR PERFORMANCE

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

5100	[REDACTED]
5104	[REDACTED]
5110	[REDACTED]
5114	[REDACTED]
5120	[REDACTED]
5124	[REDACTED]
5130	[REDACTED]
5134	[REDACTED]
5140	[REDACTED]
5144	[REDACTED]
5148	[REDACTED]
5160	[REDACTED]
5164	[REDACTED]
5170	[REDACTED]
5174	[REDACTED]
5180	[REDACTED]
5184	[REDACTED]
5188	[REDACTED]

CLIN - DELIVERIES OR PERFORMANCE

The following Clauses are incorporated by Reference:

52-247.34 F.O.B. DESTINATION (NOV 1991)

The following Clauses are incorporated by Full Text:

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES


The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

OPTION No.	CLINs	Performance Period
BASE	5100, 5104, 5110, 5114, 5120, 5124, 5130, 5134, 5140, 5144, 5148, 5160, 5164, 5170, 5174, 5180, 5184 & 5188	[REDACTED]
OPTION 1	5101, 5105, 5111, 5115, 5121, 5125, 5131, 5135, 5141, 5145, 5149, 5161, 5165, 5171, 5175, 5181, 5185 & 5189	[REDACTED]

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OPTION 2	5102, 5106, 5112, 5116, 5122, 5126, 5132, 5136, 5142, 5146, 5150, 5162, [REDACTED] 5166, 5172, 5176, 5182, 5186 & 5190 5103, 5107, 5113, 5117, 5123, 5127, 5133, 5137,
OPTION 3	5143, 5147, 5151, 5163, [REDACTED] 5167, 5173, 5177, 5183, 5187 & 5191 8100, 8104, 8110, 8114, 8120, 8124, 8130, 8134,
OPTION 4	8140, 8144, 8148, 8160, [REDACTED] 8164, 8170, 8174, 8180, 8184 & 8188 8101, 8105, 8111, 8115, 8121, 8125, 8131, 8135,
OPTION 5	8141, 8145, 8149, 8161, [REDACTED] 8165, 8171, 8175, 8181, 8185 & 8189 8102, 8106, 8112, 8116, 8122, 8126, 8132, 8136,
OPTION 6	8142, 8146, 8150, 8162, [REDACTED] 8166, 8172, 8176, 8182, 8186 & 8190 8103, 8107, 8113, 8117, 8123, 8127, 8133, 8137,
OPTION 7	8143, 8147, 8151, 8163, [REDACTED] 8167, 8173, 8177, 8183, 8187 & 8191 8200, 8204, 8210, 8214, 8220, 8224, 8230, 8234,
OPTION 8	8240, 8244, 8248, 8260, [REDACTED] 8264, 8270, 8274, 8280, 8284 & 8288 8201, 8205, 8211, 8215, 8121, 8225, 8231, 8235,
OPTION 9	8141, 8145, 8249, 8261, [REDACTED] 8165, 8271, 8275, 8281, 8285 & 8289 8202, 8206, 8212, 8216, 8222, 8226, 8232, 8236,
OPTION 10	8242, 8246, 8250, 8262, [REDACTED]

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8266, 8272, 8276, 8282,
8286 & 8290
8203, 8207, 8213, 8217,
8223, 8227, 8233, 8237,
OPTION 11 8243, 8247, 8251, 8263, 
8267, 8273, 8277, 8283,
8287 & 8291

* If option is exercised

NOTE: The option periods of performance are estimated and projected for planning purposes. However, if the option is not exercised prior to the beginning of the option's projected performance period as outlined in the schedule, upon receipt of funds, the contracting officer will bilaterally modify the schedule. The option's performance timeframe shall be adjusted to correlate to the time frame commensurate with the exercise of the option for a period not to exceed three (3) months. The overall Period of Performance of this task order shall not exceed three (3) yrs from the effective date of the task order.

F30S PLACE OF PERFORMANCE (APR 2005)

Work will be performed at NUWCDIVNPT and at the Contractor's facility as required by the Statement of Work.

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SECTION G CONTRACT ADMINISTRATION DATA

The following Clauses are incorporated by Full Text:

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

Invoice and Receiving Report Combo

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

DESTINATION

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table

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below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

*Routing Data Table**

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	N66604
Admin DoDAAC	S2206A
Inspect By DoDAAC	N66604
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N66604
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

[REDACTED]

(g) WAWF point of contact.

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

Jerry Palmer at (401)832-4964 or gerard.palmer@navy.mil

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

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (NOV 2012)

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

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contract. Only the PCO can change the basic contract, and the PCO maintains primacy over the contract and all its task orders. The Contracting Officer of this Task Order is a warranted Ordering Officer of the Naval Undersea Warfare Center Division Newport. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.

(b) Authority: The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the contractor unless the Contracting Officer or basic contract PCO has issued a formal modification.

(c) The Contracting Officer is: [REDACTED]

Name: [REDACTED]

Telephone: [REDACTED]

Fax Commercial: [REDACTED]

Email: [REDACTED]

(d) The Task Order Negotiator is: [REDACTED]

Telephone: [REDACTED]

Fax Commercial: [REDACTED]

Email: [REDACTED]

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

Name: [REDACTED]

Telephone Commercial: [REDACTED]

Fax Commercial: [REDACTED]

Email: [REDACTED]

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

Name: [REDACTED]

Code: [REDACTED]

Telephone: [REDACTED]

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

(g) The Contractor's Representative is: OFFEROR FILL-IN REPRESENTATIVE INFORMATION

Name: [REDACTED]

Title: [REDACTED]

Mailing: [REDACTED]

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E-mail Address [REDACTED]
Telephone [REDACTED]
Fax [REDACTED]

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

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

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

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

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

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

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

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

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

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

Accounting Data

SLINID	PR Number	Amount
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

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[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

The following Clauses are incorporated by Full Text:

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(End of Text)

NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

- (a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.
- (b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

The following billets shall be considered key personnel.

STR: [REDACTED]
Assistant STR: [REDACTED]

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H-01 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs.

In accordance with the Memorandum of Agreement (MOA) between the Department of Navy and the Small Business Administration governing the use of Seaport-e for 8(a) set aside competitions, dated 2 July 2008, , "firms certified as 8(a) will continue to be eligible participants until recertification, which in no event will be longer than 5 years from the date of award of the MAC, unless the DoN is notified by the SBA that the firm has been terminated from the program"

8(a) TASK ORDER/TASK ORDER MODIFICATION DISTRIBUTION In accordance with the Memorandum of Agreement (MOA) between the Department of Navy and the Small Business Administration (SBA), the successful Offeror shall provide their cognizant SBA district office with a copy of the executed Task Order and all subsequent modifications to the Task Order within five (5) workdays of receipt.

H-02 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a

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delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy.

Contractors shall follow their disclosed charging practices during the task order period of performance and shall not follow any verbal directions to the contrary. A determination of cost allowability for time lost due to facility closure will be made in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

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

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

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

5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)

The Government will provide only that property set forth in Attachment # 2, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the items listed in Attachment # 2 for use in the performance of this contract.

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H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

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

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided below (identified to the current Revision available as of the issue date of this solicitation):

Wage Determination #: 2005-2467 Revision No.: 13

This wage determination applies to the entire state of RHODE ISLAND Excluding the cities and towns in PROVIDENCE county listed below:

PROVIDENCE County: Burrillville, Central Falls, Cumberland, Lincoln, North Smithfield, Pawtucket, Smithfield, and Woonsocket

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? NO
Example: 1994-2104; or 1994-2114.

The site will provide the appropriate WD.

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SECTION I CONTRACT CLAUSES

The following clauses are incorporated by reference in this task order. Applicable clauses incorporated by reference in the basic MAC contract also apply:

a. FAR:

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)
52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)
52.219-8 Utilization of Small Business Concerns (JAN 2011)
52.219-9 Small Business Subcontracting Plan (JAN 2011)
52.219-14 Limitations on Subcontracting (DEC 1996)
52.222-3 Convict Labor (JUN 2003)
52.222-17 Nondisplacement of Qualified Workers (Jan 2013)
52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
52.222-41 Service Contract Act of 1965 (Nov 2007)
52.222-43 Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009)
52.222-54 Employment Eligibility Verification (JAN 2009)
52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)
52.223-5 Pollution Prevention and Right-To-Know Information (MAY 2011)
52.223-18 Contractor Policy to Ban Text Messaging While Driving (SEP 2010)
52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification (SEP 2010)
52.227-1 Authorization and Consent (DEC 2007)
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.229-3 Federal, State, and Local Taxes (Feb 2013)
52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.243-1 Changes -- Fixed Price (Aug 1987)
52.244-6 Subcontracts for Commercial Items (DEC 2010)
52.249-4 Termination for Convenience of the Government (Services) (Short Form) (Apr 1984)
52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)
52.251-1 Government Supply Sources (AUG 2010)
52.245-1 Government Property (APR 2012)
52.246-23 Limitation of Liability (FEB 1997)
52.246-25 Limitation of Liability-Services (FEB 1997)
52.249-2 Termination for Convenience of the Government (Fixed-Price) (Apr 2012)

b. DFARS:

252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)
252.219-7003 Small Business Subcontracting Plan (DOD Contracts) (AUG 2012)
252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)
252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 2012)
252.225-7013 Duty-Free Entry (JUN 2012)
252.227-7013 Rights in Technical Data- Noncommercial Items (FEB 2012)
252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (MAR 2011)
252.227-7016 Rights in Bid or Proposal Information (JAN 2011)
252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)
252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends (MAR 2011)
252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)
252.235-7010 Acknowledgment of Support and Disclaimer (MAY 1995)
252.235-7011 Final Scientific or Technical Report (NOV 2004)
252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)
252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (FEB 2011)
252.245-7002 Reporting Loss of Government Property (FEB 2011)

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252.245-7003 Contractor Property Management System Administration (APR 2012)
252.245-7004 Reporting, Reutilization, and Disposal (APR 2012)

The following Clauses are incorporated by Full Text:

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

- (i) Government personnel and authorized users performing business on behalf of the Government; or
- (ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

- (i) Past performance reviews required by subpart 42.15;
- (ii) Information that was entered prior to April 15, 2011; or
- (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)
(NAVSEA VARIATION I) (SEP 1990)

The Government may require the delivery of the numbered line item(s)/subline items(s), identified in the Schedule as an option item(s), in the quantity and at the prices(s) stated in the Schedule. If more than one option exists, each option is independent of any other option, and the Government has the right to

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unilaterally exercise any such option, in whole or in part up to the total quantity specified in the option item, whether or not it has exercised other options. Option(s) shall be exercised, if at all, by written or telegraphic notice(s) signed by the Contracting Officer and sent within the time(s) specified below:

ITEM LATEST OPTION EXERCISE DATE

No.	CLINs	Option Exercise Date
OPTION 1	5101, 5105, 5111, 5115, 5121, 5125, 5131, 5135, 5141, 5145, 5149, 5161, 5165, 5171, 5175, 5181, 5185 & 5189	Anytime within timeframe of Option 1 period of performance
OPTION 2	5102, 5106, 5112, 5116, 5122, 5126, 5132, 5136, 5142, 5146, 5150, 5162, 5166, 5172, 5176, 5182, 5186 & 5190	Anytime within timeframe of Option 2 period of performance
OPTION 3	5103, 5107, 5113, 5117, 5123, 5127, 5133, 5137, 5143, 5147, 5151, 5163, 5167, 5173, 5177, 5183, 5187 & 5191	Anytime within timeframe of Option 3 period of performance
OPTION 4	8100, 8104, 8110, 8114, 8120, 8124, 8130, 8134, 8140, 8144, 8148, 8160, 8164, 8170, 8174, 8180, 8184 & 8188	Anytime within timeframe of Option 4 period of performance
OPTION 5	8101, 8105, 8111, 8115, 8121, 8125, 8131, 8135, 8141, 8145, 8149, 8161, 8165, 8171, 8175, 8181, 8185 & 8189	Anytime within timeframe of Option 5 period of performance
OPTION 6	8102, 8106, 8112, 8116, 8122, 8126, 8132, 8136, 8142, 8146, 8150, 8162, 8166, 8172, 8176, 8182, 8186 & 8190	Anytime within timeframe of Option 6 period of performance
OPTION 7	8103, 8107, 8113, 8117, 8123, 8127, 8133, 8137, 8143, 8147, 8151, 8163, 8167, 8173, 8177, 8183, 8187 & 8191	Anytime within timeframe of Option 7 period of performance

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OPTION 8	8200, 8204, 8210, 8214, 8220, 8224, 8230, 8234, 8240, 8244, 8248, 8260, 8264, 8270, 8274, 8280, 8284 & 8288	Anytime within timeframe of Option 8 period of performance
OPTION 9	8201, 8205, 8211, 8215, 8121, 8225, 8231, 8235, 8141, 8145, 8249, 8261, 8165, 8271, 8275, 8281, 8285 & 8289	Anytime within timeframe of Option 9 period of performance
OPTION 10	8202, 8206, 8212, 8216, 8222, 8226, 8232, 8236, 8242, 8246, 8250, 8262, 8266, 8272, 8276, 8282, 8286 & 8290	Anytime within timeframe of Option 10 period of performance
OPTION 11	8203, 8207, 8213, 8217, 8223, 8227, 8233, 8237, 8243, 8247, 8251, 8263, 8267, 8273, 8277, 8283, 8287 & 8291	Anytime within timeframe of Option 11 period of performance

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

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed THREE (3) years, however, in accordance with the Schedule in Section B of the of this contract entitled, if the total manhours delineated in Schedule in Section B have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in the aforementioned requirement have been expended.

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

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

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

Employee Class Monetary Wage - Fringe Benefits

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(End of Clause)

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

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

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

GOVERNMENT EQUIVALENT GS LEVELS:

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

and

OFFICE OF PERSONNEL MANAGEMENT:

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

52.244-2 SUBCONTRACTS (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts: **Any new subcontracts not approved in the original task order award.**

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

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- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -

- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

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

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

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

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

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

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

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1. [REDACTED]

2. Strategy and Management Services (SAMS)