

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 21	3. EFFECTIVE DATE 25-Jan-2011	4. REQUISITION/PURCHASE REQ. NO. N66604-7130-0927-993	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N66604	7. ADMINISTERED BY (If other than Item 6) CODE	S1403A

NUWC, NEWPORT DIVISION  
Simonpietri Drive, Building 11  
Newport RI 02841-1706

DCMA TACTICAL WHEELED VEHICLES CHICAGO  
1523 WEST CENTRAL ROAD, BLDG. 203  
ARLINGTON HEIGHTS IL 60005-2451

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Alion - IPS Corporation 1000 Burr Ridge Parkway, Suite 202 Burr Ridge IL 60527	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4066-N401
	10B. DATED (SEE ITEM 13) 13-Jul-2007
CAGE CODE 3UWB7	FACILITY CODE 035274158

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Linda Wilcox, Sr. Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Linda Wilcox (Signature of person authorized to sign)	15C. DATE SIGNED 25-Jan-2011	16B. UNITED STATES OF AMERICA BY /s/ _____ (Signature of Contracting Officer)	16C. DATE SIGNED 25-Jan-2011

NSN 7540-01-152-8070

30-105

PREVIOUS EDITION UNUSABLE

**STANDARD FORM 30** (Rev. 10-83)

Prescribed by GSA  
FAR (48 CFR) 53.243

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## GENERAL INFORMATION

FSC: R414

NUWCDIVNPT Control Number: 111260

NUWCDIVNPT Requisition Number(s): N66604-7130-0927-993

NUWCDIVNPT POC: (See Block 6 of the Task Order cover page for e-mail address and telephone number.)

The purpose of this modification is to:

1. Revise and Update Clause G2S to reflect change in the Contracting Office Representative
2. Revise and Update Clause G17S to reflect change in the Contracting Office Representative
3. Update Clause C16S
4. Update Clause C54S
5. Update Clause G11S
6. Update Clause G14S
7. Update Clause H38S

### SECTION C

1. Update Clause C16S to latest version (Nov 2010)
2. Update Clause C54S to latest version (Nov 2010)

### SECTION G

1. Revise and Update Clause G2S to reflect change in Contracting Office Representative .
2. Revise and Update Clause G17S to reflect change in the Contracting Office Representative.
3. Update Clause G11S to latest version (Nov 2010).
4. Update Clause G14S to latest version (Aug 2005).

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## **SECTION H**

1. Update Clause H38S to latest version (Nov 2010).

All other task order terms and conditions remain unchanged.

The conformed Task Order is contained in EDA & the SeaPort Portal.

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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----						
1102	Base Year Task 4.1., 4.2, 4.3, 4.4, 4.5 (O&MN,N)					
110201	Funding A1 (O&MN,N)					
110202	Funding A2 (O&MN,N)					
110203	Funding A2 (O&MN,N)					
110204	Funding A2 (O&MN,N)					
110205	A2 (O&MN,N)					
110206	A2 (O&MN,N)					
110207	A2 (O&MN,N)					
1103	Option 1, Tasks 4.1, 4.2, 4.3, 4.4, 4.5 (O&MN,N)					
110301	A3 (O&MN,N)					
110302	A4 (O&MN,N)					
110303	A4 (O&MN,N)					
110304	A5 (O&MN,N)					
110305	A4 (O&MN,N)					
1202	Base Year, Tasks 4.1, 4.6 (RDT&E) Option					
1203	Option 1, Tasks 4.1, 4.6 (RDT&E) Option					

For ODC Items:

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Item      Supplies/Services Qty                      Unit Est. Cost  
-----

3102      Base Year  
            (O&MN,N)

310201    Funding A1  
            (O&MN,N)

310202    Funding A2  
            (O&MN,N)

310203    A2  
            (O&MN,N)

310204    A2  
            (O&MN,N)

3103      Option 1 (O&MN,N)

310301    A3  
            (O&MN,N)

310302    A4  
            (O&MN,N)

310303    A5  
            (O&MN,N)

3202      Base Year (RDT&E)  
            (RDT&E)  
            Option

3203      Option 1 (RDT&E)  
            (RDT&E)  
            Option

For Cost Type Items:

Item      Supplies/Services Qty                      Unit Est. Cost                      Fixed Fee                      CPFF  
-----

4101      Option 3, Tasks  
            4.1, 4.2, 4.3,  
            4.4, 4.5 (O&MN,N)

410101    A6  
            (O&MN,N)

410102    A6  
            (O&MN,N)

410103    A7  
            (O&MN,N)

410104    A7  
            (O&MN,N)

410105    A7  
            (O&MN,N)

410106    A7  
            (O&MN,N)

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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6101	Option 3 (O&MN,N)			
610101	A6 (O&MN,N)			
610102	A7 (O&MN,N)			
6201	Option 3 (RDT&E) Option			

B30S LEVEL OF EFFORT - TERM (APR 2005)

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

ITEM MHRS

Base Year: (OMN)  
(RDT&E)

Option I: (OMN)  
(RDT&E)

Option II: (OMN) (Eliminated in Mod 11, hours shifted to Option 1 (OMN)  
(RDT&E) (Eliminated in Mod 12, hours shifted to Option 1 (RDT&E)

Option 3: (OMN)

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

(b) In the event that the incurred level of effort exceeds by 3% or less of the task order requirement, but does not exceed the estimated cost of the task order, the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (f) below. This understanding does not supersede or change subsection (f) below, whereby the Contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

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

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

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

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

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

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revised level of effort exceeds the previously established level of effort by more than 10%.

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

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

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

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

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

(2) A breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the task order schedule, including the identification of the key employees utilized.

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

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

#### B42XS OPTIONS (JUN 2004)

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

#### OPTION NO. LINE ITEM NO. EXERCISE DATE

1. Base Year BY 07/15/07
2. Option 1 BY 09/15/08
3. Option 2 OMN (CLINs 4100/6100) (Eliminated in Mod 11)
4. Option 2 RDTE (CLINs 4200/6200) (Eliminated in Mod 12)
5. Option 3 BY 07/15/10

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

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

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

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

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

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### Statement of Work

#### 1.0 INTRODUCTION

As the Technical Design Agent (TDA) and Acquisition Engineering Agent (AEA) for special submarine accelerated support augmentation systems, the Special Projects Office, Code CC3, has the responsibility to provide system level design and development of current and prospective communications, imagery processing, platform integration, and sonar systems (sensors and processors). This tasking includes program management, engineering, integration testing, installation, documentation, training, and performance evaluation. TDA responsibilities also include developing, evaluating, and implementing augmentation system improvements to existing systems and equipment's. The AEA function requires support for maintenance of augmentation system materials, development of installation plans and schedules, and maintenance of installation support and operational guidance maintenance.

#### 2.0 SCOPE

The contractor shall provide engineering, analytical and technical services and materials in support of the Special Projects Office, Code CC3. Tasking shall encompass support for testing, installation and documentation of Near Term Augmentation Systems (NTAS) and technical services in support of Code CC3 operations including support for COMSUBDEVRON TWELVE (CSDS-12).

#### 3.0 GOVERNMENT FURNISHED INFORMATION

The following GFI shall be provided after task order award on an as needed basis.

- (a) CLUSTER REVERB – program documentation, working papers and system specifications
- (b) CLUSTER HOUND - program documentation, working papers and system specifications
- (c) Platform Data Fusion (PDF) - program documentation, working papers and system specifications
- (d) Algorithm description and documents (CLUSTER HOUND, CLUSTER REVERB, PDF)

#### 3.1 APPLICABLE DOCUMENTS.

- (a) Dev 12 - NWP 1-01 (Rev. B), The Navy Warfare Library
- (b) Joint Publication 1-02, Department of Defense Dictionary of Military and Associated Terms
- (c) Government Printing Office (GPO) Printing Office Style Manual (2000)
- (d) COMSUBDEVRON TWELVE Library Maintenance and Operating Procedure

#### 4.0 TECHNICAL REQUIREMENTS

##### 4.1 Test and Evaluation / Data Analysis.

The contractor shall analyze and define test and evaluation (T&E) methodologies, ship operating requirements, and logistic support requirements necessary to conduct system tests and evaluations of Augmentation systems such as Cluster Hound, Cluster Reverb, Cluster Echo, and Platform Data Fusion. This tasking includes preparation of test schedules for at-sea tests and other evaluations, briefings of T&E instructions, pre-test training of T&E personnel, and performance of tests and evaluations ashore and at-sea to obtain and verify analysis/test data. Support for sea



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testing shall include test plan preparation, equipment installations, dockside testing, reinstalls and test support.

The contractor shall develop procedures, hardware and software necessary to analyze recorded at-sea data resulting from system tests. The contractor shall collect data during sea trials and analyze data to assess suitability for use and to verify system performance.

#### 4.1.1 Deliverable.

Results of analyses, test plans, ship check reports and associated technical documentation required in Task 4.1 shall be included in the contractor's Monthly Cost and Performance Status Report, per Clause C16S.

#### 4.2 Naval Tactical Documentation Development.

The contractor shall review, edit and publish rough drafts and smooth camera ready drafts of submarine NWP and TACMEMO documentation including:

- Urgent change messages
- Urgent change and change pages to existing publications
- Corrections to final camera ready drafts
- Submarine Tactics Newsletters
- New tactical publications (NTRPs, NTPPs, and TACMEMOs).

The contractor shall participate in review sessions to ensure that all camera ready documentation are in the same style, format, and tone as existing tactical documentation and is in compliance with applicable technical documentation specifications, guidelines, practices and standards.

The contractor shall conduct final quality assurance checks of all camera-ready packages, in accordance with Applicable Documents 3.1 (a), (b) and (c), to ensure they are complete and conform to productions standards required by the Naval Warfare Development Command.

The contractor shall convert both draft and effective guidance to Adobe pdf format for fleet use, transmittal to the Naval Warfare Development Command, and upload to the CSDS-12 website.

#### 4.2.1 Deliverable.

The contractor shall submit a quarterly production report describing publication services provided during the period of performance in accordance with CDRL A001. The contractor shall provide rough drafts and smooth camera-ready drafts for the tactical documentation scheduled for CSDS-12.

#### 4.3 Technical Services.

The contractor shall act as a CSDS-12 website administrator; i.e., uploading, revising, and managing the entire publications section of the website. Contractor shall upload, delete, and revise both draft guidance and effective publications, including message urgent changes, changes, NTRPs, NTPPs, TACMEMOs, and Tactics Newsletters. Contractor shall also update the CSDS-12 staff roster with information provided by the Tactical Products Officer. All CSDS-12 website administration is performed with information provided by the CSDS-12 Tactical Products Officer.

The contractor shall maintain liaison with the Navy Warfare Development Command Doctrine Division to ensure that these deliverables are accurately reported in their "List of Current Naval Warfare Publications."

The contractor shall provide information for technical data base maintenance, develop and present materials for briefings, and meetings. The contractor shall perform tasking to accomplish the technical review and preparation of

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technical memoranda, reports, documents, white papers, concept of operations reports, and decision options papers related to submarine special operations system. The contractor shall also provide analytical and engineering services for the development and maintenance of the systems.

#### 4.3.1 Deliverable.

Technical reporting detailing activity conducted on Task 4.3 shall be included in the contractor's Monthly Cost and Performance Status Report, per Clause C16S.

#### 4.4. Technical Library.

The contractor shall maintain the Tactical Development Library at CSDS-12 in accordance with Applicable Document 3.1 (d). The contractor shall maintain a system for storage and retrieval of tactical publications which allows ready access to all documents stored in the Tactical Development Library.

The contractor shall act as a Navy Knowledge Online-SIPRNET (NKO-S) administrator, managing all the CSDS-12 knowledge centers. The contractor shall update all CSDS-12 tactical products, in accordance with Applicable Documents called out in paragraph 3.1. This task encompasses the update of both draft and effective publications, tactics newsletters, and briefings). Contractor shall also maintain access to CSDS-12 knowledge centers IAW criteria established by the CSDS-12 Tactical Products Officer.

#### 4.4.1 Deliverable.

Technical reporting detailing activity conducted on Task 4.3 shall be included in the contractor's Monthly Cost and Performance Status Report, per Clause C16S.

#### 4.5. Tactical Computer Software Testing.

The contractor shall test and evaluate software modules intended for inclusion in the Submarine Fleet Mission Program Library (SF MPL) and/or follow-on systems such as Rapid tactical Insertion (RTI) to assess their applicability, performance and suitability for distribution to the submarine force. The contractor shall conduct this work at COMSUBDEVRON TWELVE, NUWC, at sea, and pier-side on integrated SF MPL. The contractor shall attend working group meetings and conferences to obtain information associated with information exchange germane to the testing, performance, and evaluation of the SF MPL and related issues. Travel to U.S. Navy facilities will be required to attend these meetings and to embark onboard submarines.

#### 4.5.1 Deliverable.

The contractor shall provide a trip report to NUWC and COMSUBDEVRON TWELVE that includes (as appropriate): Program Trouble Reports (PTRs), results of performance analysis, and recommendations for each test in accordance with CDRL A002.

#### 4.6 System Design and Integration.

The contractor shall conduct system level design to develop requirements lists and system block diagrams and to define data details for implementation into submarine acoustic augmentation systems (i.e. sonar displays). The contractor shall conduct analyses to identify display formats such as multiple band color formats, definition of detection file formats, and definition of target hardware. The contractor shall develop criteria for determining validity of processing strings and conduct verification and validation of display outputs. The contractor shall develop sonar tracker modules to be integrated into acoustic augmentation systems.

#### 4.6.1 Deliverable.

Technical reporting detailing activity conducted on Task 4.6 shall be included in the contractor's Monthly Cost and Performance Status Report, per Clause C16S.

## 6.0 PLACE OF PERFORMANCE

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The work shall be performed at the contractor's facilities, NUWCDIVNPT, and CSDS-12. Travel is required to such vessels as necessary for sea test support, software testing support and other technical support.

#### 7.0 QUALITY SURVEILLANCE & PERFORMANCE STANDARDS.

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

Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the performance standards and goals defined in applicable documents listed in 3.1. Responsiveness will be evaluated based upon the government experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet agreed upon schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to agreed upon costs.

#### 8.0 SECURITY LEVEL

Top Secret as specified in the Task Order DD 254.

#### **C16S COST AND PERFORMANCE REPORTING (NOV 2010)**

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

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

(1) Format. Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCRAFT). Paper submittal of the data is permitted for the first 60 days of performance. Address paper submittals to the Contracting Officer's Representative identified in the task order.

(2) Scope and Content.

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

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

(3) Submission and Approval.

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

(ii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 119 .

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

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

(2) Content.

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

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

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

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

(v) Report all trips and significant results.

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

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

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

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

### (3) Submission and Approval.

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

(ii) Distribution. Provide one original copy to the Contracting Officer's Representative. Additional copies shall be provided to:

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

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

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

### C25S ACCESS TO GOVERNMENT SITE (OCT 2009)

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

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

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adjudicated NACLC.

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

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

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Occupational Safety and Health Information for Contractors" prior to commencing performance at any 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](http://www.navsea.navy.mil/nuwc/newport/docs/EMS_EnvPolicy1.pdf)

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at:  
[http://www.navsea.navy.mil/nuwc/newport/docs/External%20ISO14001\\_2009%20Training.pdf](http://www.navsea.navy.mil/nuwc/newport/docs/External%20ISO14001_2009%20Training.pdf)

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

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## SECTION D PACKAGING AND MARKING

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

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this task order. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Task Order Ordering Officer.
- (d) Release of all technical data is subject to NUWC DIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).
- (e) All copies of CDRL items under this task order, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport

Contract, Order, and ELIN Numbers

Report Title

Date of Report

Contractor Name (division which generated the report)

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

Contractor's Business Address

Task Order Dollar Amount

Sponsor (name, activity, office code, and location). Orders, if applicable, will identify the sponsor.

### D24S PROHIBITED PACKING MATERIALS (JUN 2004)

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

### **E14S INSPECTION AND ACCEPTANCE OF SERVICES (AUG 2005)**

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

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## SECTION F DELIVERABLES OR PERFORMANCE

### F1S PERIOD OF PERFORMANCE

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

Base Year CLIN 1102/3102 (OMN) 7/15/07 to 7/21/08

Option 1 CLIN 1103/3103 (OMN) 7/22/08 to 7/14/09

Option 2 CLIN 4100/6100 (OMN) - Eliminated in Mod 11

Option 3 CLIN 4101/6101 (OMN) 7/15/09 to 7/14/10

Base Year CLIN 1202/3202 (RDT&E) 7/15/07 to 7/14/08

Option 1 1203/3203 (RDT&E) 7/15/08 to 7/14/09

Option 2 CLIN 4200/6200 (RDT&E) - Eliminated in Mod 12

Option 3 CLIN 4201/6201 (RDT&E) 7/15/09 to 7/14/10

### F22S DELIVERY OF DATA (JUN 2004)

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

### F30S PLACE OF PERFORMANCE (JUN 2004)

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



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## SECTION G CONTRACT ADMINISTRATION DATA

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

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

### G2S INVOICE INSTRUCTIONS (NAVSEA – SEP 2009) (NOV 2010 Modified)

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

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at [http://acquisition.navy.mil/rda/home/acquisition\\_one\\_source/ebusiness/don\\_ebusiness\\_solutions/wawf\\_overview/vendor\\_information](http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information)

(c) The designated CCR EB point of contact is responsible for activating the company’s CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company’s CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company’s CAGE code at <https://wawf.eb.mil>.

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

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

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<b>Cost Voucher (Cost Reimbursable, T&amp;M , LH, or FPI)</b>	
<b><i>Contractors MUST attach a completed SF-1035 in WAWF</i></b>	
<b>Applies to CLINs/SLINS:</b>	
Issue DODAAC	N66604
Admin DODAAC	S1403A
Pay Office DODAAC	HQ0339
DCAA Auditor	HAA643
Service Approver DODAAC	N66604

**ATTN CONTRACTORS:**

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

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

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

**(3) Unique Item Identification and Valuation (UID): If DFARS Clause**

**252.211-7003 (or I11-7003) is included in this order, you MUST ensure**

**you submit the required information into WAWF. For additional information and training on UID, go to:**

<http://www.acq.osd.mil/dpap/pdi/uid/index.html> .

**(4) Attachments created in any Microsoft Office product may be attached to**

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**the WAWF invoice, e.g., backup documentation, timesheets, etc.  
Maximum limit for size of each file is 2 megabytes. Maximum limit for  
size of files per invoice is 5 megabytes.**

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

<b>Send Additional Email Notification To:</b>
@navy.mil

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

**(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NUWC DIVNPT WAWF point of contact, at 401-832-4964 or (alternate: ; at 401-832-1488, . For payment status, log into WAWF, scroll to the bottom of the page, and click on the link for “Pay Status (myinvoice – External Link)”. Call or e-mail | at 401-832-4952 or only if you cannot get the answer through the WAWF Website.**

**GIOS CONTRACTUAL AUTHORITY AND COMMUNICATIONS (SEP 2004)**

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

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

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

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(c) The Task Order Ordering Officer is:

Name:

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

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

### **G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(NOV 2010)**

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

(b) Contracting Officer **RETAINED FUNCTIONS**. The Contracting Officer retains the administrative functions described in FAR 42.302(a) and listed below. .

(3) Conduct post-award orientation conferences.

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

(44) Perform engineering analyses of contractor cost proposals.

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

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

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

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

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

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

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

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

Fill in the information required below and submit it with your proposal. The contractor's senior technical representative, point of contact for performance under this task order is:

Name:

Title: Manager,Program/Project I

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Mailing Address:

E-mail Address:

Telephone: FAX:

**G17S COR APPOINTMENT (DEC 2010)**

(a) The Contracting Officer hereby appoints the following individual as the Contracting Officer's Representative (COR) for this task order:

Name:

Code: 8242

Mailing Address: Naval Undersea Warfare Center Division, Newport, 1176 Howell Street, Building: 149 Room: , Newport, RI 02841

Telephone:

Commercial (401)-832-5045

DSN 432-5045

(b) The COR is responsible for those specific functions assigned in the COR Nomination Memorandum.

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

Name:

Code: 82401

Mailing Address: Naval Undersea Warfare Center Division, Newport, 1176 Howell Street, Building: 149 Room: , Newport, RI 02841

Telephone:

Commercial (401) 832-1690

DSN 432-1690

(d) Only the Contracting Officer has the authority to modify the terms of the task order. 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.

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G22S COST ACCOUNTING STANDARDS ADMINISTRATION (SEP 2004)

A copy of this task order has been furnished to the Contract Administration Office cognizant of the Contractor's facility for administration of the Cost Accounting Standards provisions contained herein

Accounting Data

SLINID	PR Number	Amount
110201	N66604-7130-0927	
LLA :		
A1 1771804.60BA 250 00060 J 060951 2D C00337 4658074A000Q		
Standard Number: 0103939		
Reference: RCP# N4658007RC00337, ACRN AA (IC19507)		

310201	N66604-7130-0928	
LLA :		
A1 1771804.60BA 250 00060 J 060951 2D C00337 4658074A000Q		
Standard Number: 0103939		
Reference: RCP# N4658007RC00337, ACRN AA (IC19507)		

BASE Funding  
Cumulative Funding '

MOD 01

110202	N66604-7284-5260	
LLA :		
A2 1781804.60BB 250 57016 0 060951 2D C00137 4658084A000Q		
Standard Number: 0116789		
Reference: RCP#N4658008RC00137, ACRN AA, (IC19508)		

MOD 01 Funding  
Cumulative Funding

MOD 02

110203	N66604-7331-1453	
LLA :		
A2 1781804.60BB 250 57016 0 060951 2D C00137 4658084A000Q		
Standard Number: 0120251		
Ref. RCP#N4658008RC00137, ACRN AA		
JON IC19508		

310202	N66604-7331-1468	
LLA :		
A2 1781804.60BB 250 57016 0 060951 2D C00137 4658084A000Q		
Standard Number: 0120251		
Ref. RCP#N4658008RC00137, ACRN AA		
JON IC19508		

MOD 02 Funding  
Cumulative Funding

MOD 03

110204	N66604-8016-7501	
LLA :		
A2 1781804.60BB 250 57016 0 060951 2D C00137 4658084A000Q		
Standard Number: 0124363		
Reference: RCP# N4658008RC00137, ACRN AA (IC19508)		

310203	N66604-8016-7502	
LLA :		
A2 1781804.60BB 250 57016 0 060951 2D C00137 4658084A000Q		
Standard Number: 0124363		

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Reference: RCP# N4658008RC00137, ACRN AA (IC19508)

MOD 03 Funding  
Cumulative Funding

MOD 04

110205 N66604-8099-9740  
LLA :  
A2 1781804.60BB 250 57016 0 060951 2D C00137 4658084A000Q  
Standard Number: 0131719  
Reference: RCPN4658008RC00137, ACRN AA, (IC19508)

310204 N66604-8099-9755  
LLA :  
A2 1781804.60BB 250 57016 0 060951 2D C00137 4658084A000Q  
Standard Number: 0131719  
Reference: RCPN4658008RC00137, ACRN AA, (IC19508)

MOD 04 Funding  
Cumulative Funding

MOD 05

110206 N66604-8165-2123  
LLA :  
A2 1781804.60BB 250 57016 0 060951 2D C00137 4658084A000Q  
Standard Number: 0140901  
Reference: RCP#N4658008RC00137, ACRN AA, (IC19508)

MOD 05 Funding  
Cumulative Funding

MOD 06

110301 N66604-8191-7973  
LLA :  
A3 1781804.60BB 252 57016 0 060951 2D C00337 4658084A000Q  
Standard Number: 0146929  
Reference: RCP# N4658008RC00337, ACRN AA (IC19518)

310301 N66604-8191-7975  
LLA :  
A3 1781804.60BB 252 57016 0 060951 2D C00337 4658084A000Q  
Standard Number: 0146929  
Reference: RCP# N4658008RC00337, ACRN AA (IC19518)

MOD 06 Funding  
Cumulative Funding

MOD 07

310203 N66604-8016-7502  
LLA :  
A2 1781804.60BB 250 57016 0 060951 2D C00137 4658084A000Q  
Standard Number: 0124363  
Reference: RCP# N4658008RC00137, ACRN AA (IC19508)

MOD 07 Funding  
Cumulative Funding

MOD 08

110207 N66604-8254-0464  
LLA :  
A2 1781804.60BB 250 57016 0 060951 2D C00137 4658084A000Q  
Standard Number: 0160752  
Reference: RCP# N4658008RC00137, ACRN AA (IC19508)

MOD 08 Funding  
Cumulative Funding

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MOD 09

110302 N66604-8302-1695  
 LLA :  
 A4 1791804.60BB 252 57016 0 060951 2D C00137 4658094A000Q  
 Standard Number: 0172177  
 RCP# N4658009RC00137, ACRN AA (IC19509)

310302 N66604-8302-1702  
 LLA :  
 A4 1791804.60BB 252 57016 0 060951 2D C00137 4658094A000Q  
 Standard Number: 0172177  
 RCP# N4658009RC00137, ACRN AA (IC19509)

MOD 09 Funding  
 Cumulative Funding

MOD 10

110303 N66604-9023-5669  
 LLA :  
 A4 1791804.60BB 252 57016 0 060951 2D C00137 4658094A000Q  
 Standard Number: 0187988  
 Reference: RCP# N4658009RC00137, ACRN AA (IC19509)

MOD 10 Funding  
 Cumulative Funding

MOD 11

110304 N66604-9055-22474  
 LLA :  
 A5 1791804.60BB 252 57016 0 060951 2D C00437 4658094A000Q  
 Standard Number: 0195651  
 Reference: RCP# N4658009RC00437, ACRN AA (IC19519)

310303 N66604-9055-2477  
 LLA :  
 A5 1791804.60BB 252 57016 0 060951 2D C00437 4658094A000Q  
 Standard Number: 0195651  
 Reference: RCP# N4658009RC00437, ACRN AA (IC19519)

MOD 11 Funding  
 Cumulative Funding

MOD 13

110305 N66604-9106-1380  
 LLA :  
 A4 1791804.60BB 252 57016 0 060951 2D C00137 4658094A000Q  
 Standard Number: 0206558  
 Reference: RCP# N4658009RC00137, ACRN AA (IC19509)

MOD 13 Funding  
 Cumulative Funding

MOD 14

410101 N66604-9161-0574  
 LLA :  
 A6 1791804.60BB 252 57016 0 060951 2D C00537 4658094A000Q  
 Standard Number: 0216933  
 RCP# N4658009RC00537, ACRN AA (IC19529)

610101 N66604-9161-0576  
 LLA :  
 A6 1791804.60BB 252 57016 0 060951 2D C00537 4658094A000Q  
 Standard Number: 0216933  
 RCP# N4658009RC00537, ACRN AA (IC19529)



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MOD 14 Funding  
Cumulative Funding

MOD 15

410102 N66604-9201-8138  
LLA :  
A6 1791804.60BB 252 57016 0 060951 2D C00537 4658094A000Q  
Standard Number: 0216933  
IC19529 RCP N4658009RCO0537 AA

MOD 15 Funding  
Cumulative Funding

MOD 16

410103 N66604-9289-1768  
LLA :  
A7 1701804.60BB 252 57016 0 060951 2D C00237 4658004A000Q  
Standard Number: 0216933  
Reference: RCP# N4658010RC00237, ACRN AA (IC19500)

MOD 16 Funding  
Cumulative Funding

MOD 17

410104 N66604-9313-4395  
LLA :  
A7 1701804.60BB 252 57016 0 060951 2D C00237 4658004A000Q  
Standard Number: 0216933  
Reference: RCP# N4658010RC00237, ACRN AA (IC19500)

MOD 17 Funding  
Cumulative Funding

MOD 18

410105 N66604-0015-3039  
LLA :  
A7 1701804.60BB 252 57016 0 060951 2D C00237 4658004A000Q  
Standard Number: 0216933  
Reference: RCP# N4658010RC00237, ACRN AA (IC19500)

610102 N66604-0015-3041  
LLA :  
A7 1701804.60BB 252 57016 0 060951 2D C00237 4658004A000Q  
Standard Number: 0216933  
Reference: RCP# N4658010RC00237, ACRN AA (IC19500)

MOD 18 Funding  
Cumulative Funding

MOD 19

410106 N66604-0096-5394  
LLA :  
A7 1701804.60BB 252 57016 0 060951 2D C00237 4658004A000Q  
Standard Number: 0216933  
Reference: RCP# N4658010RC00237, ACRN AA (IC19500)

MOD 19 Funding  
Cumulative Funding

MOD 20

410106 N66604-0096-5394  
LLA :  
A7 1701804.60BB 252 57016 0 060951 2D C00237 4658004A000Q  
Standard Number: 0216933

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Reference: RCP# N4658010RC00237, ACRN AA (IC19500)

610102 N66604-0015-3041

LLA :

A7 1701804.60BB 252 57016 0 060951 2D C00237 4658004A000Q

Standard Number: 0216933

Reference: RCP# N4658010RC00237, ACRN AA (IC19500)

MOD 20 Funding  
Cumulative Funding

MOD 21 Funding  
Cumulative Funding

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### HP10XS OPTION TO EXTEND THE TERM OF THE TASK ORDER (SEP 2004)

This task order is renewable at the prices stated in Section B of the Contractor's proposal, at the option of the Government. The Task Order Ordering Officer shall give written notice of renewal to the Contractor by the dates specified in Clause B42XS provided that the Task Order Ordering Officer shall have given preliminary notice of the Government's intention to renew at least 30 days before this task order is to expire. Such a preliminary notice of intent to renew shall not be deemed to commit the Government to renewals. If the Government exercises this option for renewal, the task order as renewed shall be deemed to include this option provision however, the total duration of this task order, including the exercise of any options under this clause, shall not exceed 60 months.

### H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

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

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

### H23S YEAR 2000 WARRANTY – INFORMATION TECHNOLOGY (JUN 2004)

(a) The Contractor warrants that all information technology (IT) (as defined at FAR 2.101), whether commercial or noncommercial, delivered under this task order that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the task order specifications and applicable documentation. If the task order requires that specific deliverables operate together as a system, this warranty shall apply to those deliverables as a system.

(b) "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the task order.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this warranty. Any applicable commercial warranty shall be incorporated into this task order by attachment.

(d) Notwithstanding any provision to the contrary in other warranty requirement(s) of this task order, or in the absence of any such warranty requirement(s), the remedies available to the Government under this warranty shall include those provided in the Inspection clause(s) of this task order. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this task order.

(e) Unless specified elsewhere in the task order, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) This warranty shall expire on 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this task order (including any option exercised hereunder), whichever is later.

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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.

### **H31S INCREMENTAL FUNDING - ADDITIONAL FUNDS (JAN 2008)**

Funding in the amount of \$ \_\_\_\_\_ is hereby deobligated. The total funding obligated for performance is decreased from \_\_\_\_\_ . The clause entitled "Limitation of Funds (FAR 52.232-22)" applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this order.

NUWC Accrual Date: July 14, 2010

### **H38S TECHNICAL INSTRUCTIONS (NOV 2010)**

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

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

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

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

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

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

- (1) Contract number, task order number and TI number,
- (2) Effective date (if different from date of the TI),
- (3) Technical directions or clarifications, stated in a clear and unambiguous fashion

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(4) Specific reference to relevant SOW paragraphs, deliverables, quantities, due date, SLINs, color of funding, government cost estimate, and total labor hours to be expended.

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

(g) If the Contractor believes that a TI constitutes a change, the Contractor shall not perform the affected portion of the work; and shall contact the COR immediately for further clarification and direction.

(h) In the event that an issue cannot be resolved between the contractor and the COR, the Contractor shall contact the Contracting Officer for clarification and direction.

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

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

WAGE DETERMINATION # REVISION AREA

CT Wage Determination WD 05-2087 (Rev.-9)

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

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

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## SECTION I CONTRACT CLAUSES

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

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

Clause 52.222-54, EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

(1) Means any item of supply that is—

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

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

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

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

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

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

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

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

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

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

(b) *Enrollment and verification requirements.*

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

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- (i) *Enroll*. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) *Verify all new employees*. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) *Verify employees assigned to the contract*. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
- (i) *All new employees*.
- (A) *Enrolled 90 calendar days or more*. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
- (B) *Enrolled less than 90 calendar days*. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section ); or
- (ii) *Employees assigned to the contract*. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) *Option to verify employment eligibility of all employees*. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
- (i) Enrollment in the E-Verify program; or
- (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
- (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.
- (ii) During the period between termination of the MOU and a decision by the suspension or debarment official

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whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

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

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

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

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

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

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

(1) *Is for—*

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

(ii) Construction;

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

(3) Includes work performed in the United States.

**252.222-7999 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES  
RESTRICTING THE USE OF MANDATORY ARBITRATION  
AGREEMENTS (DEVIATION) (FEB 2010)**

**(a) Definitions.**

**“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.**

**(b) The Contractor-**

**(1) Agrees not to-**

**(i) Enter into any agreement with any of its employees or independent contractors**



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**that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising *out* of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or**

**(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and**

**(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.**

**(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.**

**(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.**

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (SEP 1999)

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

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

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

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

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

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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

SEE CLAUSE H83S for guidance.

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## **SECTION J LIST OF ATTACHMENTS**

CT Wage Determination WD 05-2089 (Rev.-3) AREA CT - STATEWIDE was first posted on [www.wdol.gov](http://www.wdol.gov) on 06/05/2007