

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 15	3. EFFECTIVE DATE 29-Jul-2009	4. REQUISITION/PURCHASE REQ. NO. N66604-09-MR-31896		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY DUWC, NEWPORT DIVISION Simonpietri Drive, Building 11 Newport RI 02841-1706	CODE N66604	7. ADMINISTERED BY (If other than Item 6) DCMA TACTICAL WHEELED VEHICLES CHICAGO 1523 WEST CENTRAL ROAD, BLDG. 203 ARLINGTON HEIGHTS IL 60005-2451		CODE S1403A



8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Alion - IPS Corporation 10 West 35th Street Chicago IL 60616	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.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input 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) unilateral: FAR:52.232-22 'limitation of funds APR 1984'

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY /s/ [Redacted]	29-Jul-2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------	-------

GENERAL INFORMATION

Distribution: KR, 0221, HQ0339, M. Maguire 01Y, S. Thorpe 01Y, 1193 CLO J. Feirouz

FSC: R414

NUWCDIVNPT Control Number: 094796

NUWCDIVNPT Requisition Number(s): N66604-9201-8138

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

Mod #15: The purpose of this modification is to provide additional funding.

Modification Type: Unilateral

SECTION B - Establish new SLIN 410102

SECTION G - Add Accounting and Appropriation Data. LLA A6/410102

SECTION H - Change Clause H31S to reflect the increase of funds from [REDACTED]

All other task order terms and conditions remain unchanged.

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

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 1 of 26	FINAL
----------------------------------	----------------------------	-----------------	-------

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 [REDACTED] (O&MN,N)			
110206	A2 [REDACTED] (O&MN,N)			
110207	A2 [REDACTED] (O&MN,N)			
1103	Option 1, Tasks 4.1, 4.2, 4.3, 4.4, 4.5 (O&MN,N)			
110301	A3 [REDACTED] (O&MN,N)			
110302	A4 [REDACTED] (O&MN,N)			
110303	A4 [REDACTED] (O&MN,N)			
110304	A5 [REDACTED] (O&MN,N)			
110305	A4 [REDACTED] (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:

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 2 of 26	FINAL
----------------------------------	----------------------------	-----------------	-------

Item	Supplies/Services Qty	Unit	Est. Cost
3102	Base Year (O&MN,N)	0.0 LH	[REDACTED]
310201	Funding A1 (O&MN,N)		
310202	Funding A2 (O&MN,N)		
310203	A2 [REDACTED] (O&MN,N)		
310204	A2 [REDACTED] (O&MN,N)		
3103	Option 1 (O&MN,N)	0.0 LH	[REDACTED]
310301	A3 [REDACTED] (O&MN,N)		
310302	A4 [REDACTED] (O&MN,N)		
310303	A5 [REDACTED] (O&MN,N)		
3202	Base Year (RDT&E) (RDT&E) Option	0.0 LH	[REDACTED]
3203	Option 1 (RDT&E) (RDT&E) Option	0.0 LH	[REDACTED]

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)		[REDACTED]		
410101	A6 [REDACTED] (O&MN,N)				
410102	A6 [REDACTED] (O&MN,N)				

For ODC Items:

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

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 3 of 26	FINAL
----------------------------------	----------------------------	-----------------	-------

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: [REDACTED] (OMN)
[REDACTED] (RDT&E)

Option I: [REDACTED] (OMN)
[REDACTED] (RDT&E)

Option II: 0 (OMN) (Eliminated in Mod 11, hours shifted to Option 1 (OMN))
0 (RDT&E) (Eliminated in Mod 12, hours shifted to Option 1 (RDT&E))

Option 3: [REDACTED] (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 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.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 4 of 26	FINAL
----------------------------------	----------------------------	-----------------	-------

- (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.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 5 of 26	FINAL
----------------------------------	----------------------------	-----------------	-------

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

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 6 of 26	FINAL
----------------------------------	----------------------------	-----------------	-------

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

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 7 of 26	FINAL
----------------------------------	----------------------------	-----------------	-------

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

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 8 of 26	FINAL
----------------------------------	----------------------------	-----------------	-------

The work shall be performed at the contractor's facilities, NUWC DIVNPT, 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 (MAY 2001)

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

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

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

(2) Scope and Content.

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

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

(3) Submission and Approval.

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

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

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

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 9 of 26	FINAL
----------------------------------	----------------------------	-----------------	-------

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

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

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

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

(v) Report all trips and significant results.

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

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

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

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

(3) Submission and Approval.

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

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

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

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

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

C24S SECURITY REQUIREMENTS (OCT 2004)

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

C25S ACCESS TO GOVERNMENT SITE (APR 2008)

(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:

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 10 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

<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 at:

<http://www.nuwc.navy.mil/npt/Visit/visit.htm>

(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.nuwc.navy.mil/npt/Visit/visit.htm>

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

<http://www.nuwc.navy.mil/npt/Visit/visit.htm>

(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.

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

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

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 11 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

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 NUWCDIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).
- (e) All copies of CDRL items under this task order, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport

Contract, Order, and ELIN Numbers

Report Title

Date of Report

Contractor Name (division which generated the report)

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

Contractor's Business Address

Task Order Dollar Amount

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

D24S PROHIBITED PACKING MATERIALS (JUN 2004)

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

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 12 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

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.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 13 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

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.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 14 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 15 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

Invoice as 2-in-1 (FFP Service Only)	
Applies to CLIN/SLINS:	
Issue DODAAC	N66604
Admin DODAAC	
Pay Office DODAAC	
Service Acceptor DODAAC	
LPO DODAAC	N66604

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

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

ATTN CONTRACTORS:

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

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

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

(3) Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g.,

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 16 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

Send Additional Email Notification To:
[REDACTED]
@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, [REDACTED]

[REDACTED]
[REDACTED] For financial questions about WAWF, please contact [REDACTED]
[REDACTED]

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.

(c) The Task Order Ordering Officer is:

Name: [REDACTED]

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

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

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 17 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

Email: [REDACTED]

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(MAY 2006)

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

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

(3) Conduct post-award orientation conferences.

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

(44) Perform engineering analyses of contractor cost proposals.

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

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

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

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

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

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

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

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (SEP 2004)

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: [REDACTED]

Title: Manager,Program/Project I

Mailing Address:

E-mail Address:

Telephone: FAX:

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 18 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

G17S TOM APPOINTMENT (APR 2005)

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

Name: [REDACTED]

Code: 01Y

Mailing Address:

Naval Undersea Warfare Center Division, Newport, 1176 Howell Street, Building: 1258 Room: 301, Newport, RI 02841

Telephone:

Commercial(401)-832-8200

DSN 432-8200

(b) The TOM is responsible for those specific functions assigned in the Task Order Administration Plan, attached.

(c) Only the Task Order Ordering 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 Task Order Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, PCO or ACO has issued a formal modification.

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	[REDACTED]
LLA :		
A1 1771804.60BA 250 00060 J 060951 2D C00337 4658074A000Q		
Standard Number: 0103939		
Reference: RCP# N4658007RC00337, ACRN AA (IC19507)		

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

MOD 1

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

MOD 2

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4066	N401	19 of 26	

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

MOD 3

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

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

MOD 4

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

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

MOD 5

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

MOD 6

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

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

MOD 7

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

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 20 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

MOD 8

110207 N66604-8254-0464 [REDACTED]
LLA :
A2 1791804.60BB 250 57016 0 060951 2D C00137 4658084A000Q
Standard Number: 0160752
Reference: RCP# N4658008RC00137, ACRN AA (IC19508)

MOD 9

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

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

MOD 10

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

MOD 11

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

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

MOD 13

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

MOD 14

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

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

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 21 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

MOD 15

410102 N66604-9201-8138

LLA :

A6 1791804.60BB 252 57016 0 060951 2D C00537 4658094A000Q

Standard Number: 0216933

IC19529 RCP N4658009RC00537 AA

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 22 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

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.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 23 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

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)

Additional funds are hereby provided for continued performance. The total funding obligated for performance is increased from [REDACTED]. 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: Sept 30, 2009

H38S TECHNICAL INSTRUCTIONS (FEB 2009)

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 24 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

(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 TOM immediately for further clarification and direction.

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

H52S PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT

None of the services required by this task order shall be subcontracted to or performed by persons other than the contractor or the contractor's employees without the prior written approval of the Procuring Contracting Officer.

H81S TRAVEL COSTS AND RESPONSIBILITIES (JUL 2008)

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

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

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

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

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

WAGE DETERMINATION # 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/>

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 25 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

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)

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)

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

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

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

Employee Class Monetary Wage - Fringe Benefits

SEE CLAUSE H83S for guidance.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. N401	PAGE 26 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

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