

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE J	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 45	3. EFFECTIVE DATE 21-Jan-2009	4. REQUISITION/PURCHASE REQ. NO. N66604-09-MR-56261		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NUWC, NEWPORT DIVISION Simonpietri Drive, Building 11 Newport RI 02841-1706 anne-marie.rosa@navy.mil 401-832-7651	CODE N66604	7. ADMINISTERED BY (If other than Item 6) DCMA HARTFORD 130 DARLIN STREET EAST HARTFORD CT 06108-3234		CODE S0701A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Rite-Solutions, Inc. 110 West Broad St. Pawcatuck CT 06379-1060		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4115-N401
		10B. DATED (SEE ITEM 13) 28-Sep-2005
CAGE CODE 1PSA3	FACILITY CODE 125370176	

**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:
[X]	D. OTHER (Specify type of modification and authority) 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) Nancy A Teasdale, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Nancy A Teasdale	16C. DATE SIGNED 21-Jan-2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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## GENERAL INFORMATION

**Distribution: KR, 0221, HQ0337- DFAS, 82100 K. Rego, 821 Michael Medeiros, 82101 C. Albanese, 1193 M. Merriwether**

FSC:R414

MODIFICATION Number: 45

NUWCDIVNPT Control Number: 091508

NUWCDIVNPT Requisition Number(s): N66604-9008-2917, N66604-9008-2920, N66604-9008-2921

NUWCDIVNPT POC for this modification is: Anne-Marie J. Rosa (See Block 6 of the Task Order cover page for e-mail address and telephone number.)

The purpose of this modification is to provide additional funding.

Authority: FAR 52.232-22 "Limitation of Funds (APR 1984)"

Modification Type: Unilateral

**SECTION B** - Establish new SLINs as follows:140007, 140008, 140009

**SECTION G** - LLA F4/140007, F5/140008, F6/140009 are added by this modification.

**SECTION H** - Change Clause H31S to reflect additional funds.

**NOTE: The Contract ID Code in Block 1 is incorrectly cited as "J". The correct Contract ID Code is "U".**

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:

1000 Services in accordance with the SOW.

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
1100	Base Year (FY05)			\$313,533.00
1100AA	Base Year (FY06) (RDT&E)			\$33,333.00
1100AB	First incremental funding (RDT&E)			\$37,000.00
1100AC	Funding for SLIN 1100AA. (RDT&E)			\$7,200.00
1100AD	Funding for SLIN 1100AA. (RDT&E)			\$2,800.00
1100AE	Funding for SLIN 1100AA. (RDT&E)			\$40,000.00
1100AF	Funding for 1100AA. (RDT&E)			\$25,000.00
1100AG	Funding for 1100AA (RDT&E)			\$62,000.00
1100AH	Funding for 1100AA (RDT&E)			\$24,200.00
1100AJ	Funding for 1100AA (RDT&E)			\$50,000.00
1100AK	Funding for 1100AA (RDT&E)			\$16,000.00
1100AL	Funding for 1100AA (RDT&E)			\$9,300.00
1100AM	Funding for 1100AA (RDT&E)			\$6,700.00
1200	Option #1 (FY07) (RDT&E)			\$454,925.00
120001	Funding ACRN B1 (RDT&E)			
120002	Funding ACRN B2 (RDT&E)			
120003	Funding B3 (RDT&E)			

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120004	Funding B4 (RDT&E)	
120005	Funding B5 (RDT&E)	
120006	Funding B6 (RDT&E)	
120007	Funding B7 (RDT&E)	
120008	Funding B8 (RDT&E)	
120009	Funding B9 (RDT&E)	
120010	Funding C1 (RDT&E)	
120011	Funding ACRN C2 (RDT&E)	
120012	Funding C3 (RDT&E)	
120013	Funding ACRN C4 (RDT&E)	
1300	Option #2 (FY08) (RDT&E)	\$463,875.00
130001	Funding ACRN C5 (RDT&E)	
130002	Funding ACRN C6 (RDT&E)	
130003	Funding ACRN C7 (RDT&E)	
130004	Funding ACRN C8 (RDT&E)	
130005	Funding ACRN D1 (RDT&E)	
130006	Funding ACRN D2 (RDT&E)	
130007	Funding ACRN D3 (RDT&E)	
130008	Funding ACRN D4 (RDT&E)	
130009	ACRN D5 \$25,000 (RDT&E)	
130010	D5 \$25,320.00 (RDT&E)	
130011	D6 \$24,225.00	

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(RDT&E)

130012 D7 \$5,600.00  
(RDT&E)

130013 D8 \$3,875.00  
(RDT&E)

130014 D5 \$6,786.00  
(RDT&E)

130015 D9 \$15,503.00  
(RDT&E)

130016 E1 \$14,535.00  
(RDT&E)

130017 D5 \$15,504.00  
(RDT&E)

130018 E2 \$40,000.00  
(RDT&E)

130019 E3 \$40,000.00  
(RDT&E)

130020 E4 \$8,000.00  
(RDT&E)

130021 E5 \$27,132.00  
(RDT&E)

130022 E6 \$25,000.00  
(RDT&E)

130023 E7 \$33,000.00  
(ADV Acoustic  
Systems) (RDT&E)

1400 Option #3 (FY 09) \$627,839.00  
(RDT&E)

140001 E7 \$34,000.00  
(RDT&E)

140002 E8 \$27,131.00  
(RDT&E)

140003 E9 \$380,000.00  
(RDT&E)

140004 F1 \$11,500.00  
(RDT&E)

140005 F2 \$15,503.00  
(RDT&E)

140006 F3 \$19,379.00  
(RDT&E)

140007 F4 \$13,565.00  
(RDT&E)

140008 F5 \$9,690.00  
(RDT&E)

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140009 F6 \$9,690.00  
(RDT&E)

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
-----		
3000	Prime and subcontract travel and material (with burdens, no fee)	\$0.00
3100		
3100AL	tbd (RDT&E)	
3100AM	tbd (RDT&E)	
3200	Option #1 (FY07) (RDT&E)	
320001	Funding ACRN B2 (RDT&E)	
320002	Funding ACRN B3 (RDT&E)	
320003	ACRN B8 \$500.00 - \$500.00 in Mod 43 (RDT&E)	
320004	Funding ACRN C2 (RDT&E)	
3300	Option #2 (FY08) (RDT&E)	
330001	Funding ACRN C9 (RDT&E)	
330002	E7 \$3,000.00 (RDT&E)	
3400	Option #3 (FY 09) (RDT&E)	
340001	E7 \$1,000.00 (RDT&E)	
340002	E9 \$40,000.00 (RDT&E)	
340003	F1 \$1,500.00 (RDT&E)	

For Cost Type Items:

4000 Services in

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accordance with  
the SOW.

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4200	Option #10 (FY10) (RDT&E) Option			\$487,014.00

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
6000	Prime and subcontractor travel and material (with burdens, no fee)	\$0.00
6200	Option #5 (FY10) (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:

CLIN	Funding Type	Base or Option #	Hours Contractor Site	Hours Government Site	Total Hours
1100	RDT&E	Base	-	5,273	5,273
1200	RDT&E	Option 1	-	7,850	7,850
1300	RDT&E	Option 2	-	7,850	7,850
1400	RDT&E	Option 3	-	10,427	10,427
4100	RDT&E	Option 4	Eliminated in Mod 43 - Hours shifted to CLIN 1400		
4200	RDT&E	Option 5	-	7,850	7,850
		Totals	-	39,250	39,250

The term of each SLIN is defined in section F of the task order.

(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 (d) below. This understanding does not supersede or change subsection (d) below, whereby the Contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### B42S OPTIONS (JUN 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	Exercise Date - No Later Than
1	1200/3200	2006 OCT 20
2	1300/3300	2007 OCT 15
3	1400/3400	2008 OCT 15
4	4100/6100	Eliminated in Mod 43
5	4200/6200	2009 DEC 1

#### 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(APR 2005) (Applies to CLIN 1100)

(a) The fixed fee, as specified in Section B of this task order, subject to any adjustment required by other provisions of this task order, will be paid in installments to be paid at the time of each provisional payment on account of the allowable cost. The current installment is the amount of fixed fee earned to date and not previously billed.

(b) Determine the total amount of fee earned to date as follows. Divide the current total estimated cost (minus other direct costs) of the order by the current fixed fee. Multiply the result by the incurred costs (minus other direct costs) to date.

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

#### B51SA PAYMENT OF FIXED FEE - TERM (NOV 2005) (Applies to CLINs 1200 through 4200)

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(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 BACKGROUND

The Naval Undersea Warfare Center Division Newport (NUWC DIVNPT) is tasked to provide research and system development guidance oriented toward environmental and underwater acoustics as related to ASW weapons systems. The Acoustic Systems Technology Division, Code 821, is assigned the responsibility for Research and Development in Underwater Acoustic and Nonacoustic Transducers, Arrays, Signal Processing, Autonomous DCL and Sonar Performance Analysis spanning the Product Areas of Torpedoes, Unmanned Undersea Vehicles and Platform Defensive Systems. Code 821 develops, maintains and operates facilities to support these efforts.

This assignment has substantial impact on the Navy's ability to provide ASW capability of surface and submarine assets and will enable future SSN's and SSGN's to maintain asymmetric advantage over potential adversaries into the foreseeable future.

The purpose of this Statement of Work is to contract support for the development and transition of critical enabling technologies designed to sustain the successful implementation of the Office of Naval Research (ONR) Science and Technology programs. These technologies have been identified as primary enabling capabilities of both the Littoral ASW and Fleet/Force Protection Future Naval Capabilities (FNC) and fill a major Warfighting shortfall. They directly support the transformational Sea Shield Pillar of the Sea Power 21 doctrine.

#### 2.0 SCOPE

The Contractor shall provide integrated scientific, engineering, technical and programmatic support services including theoretical, analytical, engineering, technical, financial, administrative management services to this code in the following areas:

1. Science and Technology and Advanced Engineering Development Support
2. Program Support
3. Financial Support

#### 3.0 APPLICABLE DOCUMENTS

The contractor shall use appropriate contractor in-house procedures and industry standards in lieu of other Government specifications and standards during the performance of this contract. The contractor may also use the following documents:

CNO Guidance 2006

NAVSEA Guidance 2006

SeaPower 21

NUWC DIVNPT Financial Reference Guide for Principal Investigators

DD1498 Guidance

Code 02 Cost/Expense Element Guidance

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Financial Management Regulation (FMR) Volume 11A

NAVCOMPT Manual Volumes 2, 3, 5, 7

NUWCDIVNPT-TD-10,399 Publication and Presentation Guide

NUWCDIVNPTINST 7020.1E Procurement of Work or Services from Components of the Federal Government

NUWCDIVNPTINST 7040.1 Administration of Funds

NUWCDIVNPTINST 7040.2 Treatment of Erroneous Charges and Cost Overruns

NUWCDIVNPTINST 7044.1 Charging and Billing Procedures for Unfunded Costs

NUWCDIVNPTINST 7100.1 Policy and Procedures for Proposal Development and Approval

NUWCDIVNPTINST 7300.1C Operation of Service Cost Centers

NUWCDIVNPTINST 7600.4C NIF Capital Investment Program

Task orders may specify additional applicable documents.

#### 4.0 REQUIREMENTS

In accordance with GFI, the tasks defined below in paragraphs 4.1 through 4.3 shall be performed by the Contractor in accordance with sections 3.0 and 6.0 of this statement of work.

##### 4.1 Task A. Weapon-Vehicle Acoustic Systems Science - Technology and Engineering

Utilizing Government Furnished Information (GFI) identified in 6.1 through 6.4 and other Government requirements as stated in written Technical Instructions (TIs), the contractor shall prepare and develop theoretical studies, technical feasibility studies, design studies, performance analysis, advanced engineering studies, and recommended approaches and solutions to improve current weapon systems performance focusing on the following major technical areas:

- Torpedo Guidance and Control
- UUV Guidance and Control
- Countermeasures
- Platform Self-Defense
- Platform sonar

Subsets of the above technical areas include the following:

- Acoustical signal processing
- Sensor design modeling
- Array design
- Array signal processing

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- Environmental acoustics

- Operations research

Performance Standard: Technical quality– Factually accurate, complete and in accordance with NUWC DIVNPT and Navy Standards and policy.

#### 4.1.1 Schedule/Deliverable Products

The contractor shall deliver theoretical studies, technical feasibility studies, design studies, performance analysis, engineering studies, point papers, technical reports and briefing material as required in accordance with CDRL A001 and written TIs.

#### 4.2 Task B. Planning Support

Utilizing GFI identified in 6.5 through 6.10 and other Government requirements as stated in written Technical Instructions (TIs), the Contractor shall provide documentation support and analytical services for the Acoustic Systems Division's Programs. The contractor shall:

a. Compile draft data to be provided to the Autonomous Systems & Technology Department (Code 82) for their use in developing Five Year Plan,

b. Provide the Code 82 Department Head with draft summary reports and analyses of the department's Five Year Plan financial data,

c. Compile draft data for subsequent Code 82 Five Year Plan revisions,

d. Prepare draft strategic initiative, new professional, and Capital Purchase Program (CPP) proposals and quad charts,

e. Enter data, provided as GFI, into the Code 821 Business Plan. Plan components include staffing and non-labor costs for approved programs, indirect budget, service cost center and support provided to other codes. Prepare draft matrix and summary analyses for staff, branch head and division head review.

f. Prepare agendas for Division and Technical meetings; attend meetings and take notes.

g. Prepare draft data/graphics presentation material in the form of slides, posters, multimedia presentations, brochures, and handouts for use by Division personnel.

h. Prepare and/or edit technical documents. This documentation will include program schedules, technical reports, and presentation materials.

Performance Standard: New and updated documentation is accurate and includes the correct revision changes. Presentation materials are accurate, complete and detailed.

#### 4.2.1 Deliverables

The Contractor shall provide technical documentation in accordance with CDRL A002.

#### 4.3 Task C. Financial Management Support

Utilizing GFI identified in 6.5 through 6.10, the Contractor shall provide financial accounting and analytical services for the Acoustic Systems Division's Programs. The contractor shall:

a. Review funding documents provided as GFI and set-up job order numbers in Code 821's financial management systems;

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- b. Prepare draft DD-1498's and Core Equity assignment forms for new start projects;
- c. Review direct, indirect, general & administrative (G&A) and service cost center (SCC) project expenditures and assess compliance with principal investigator (PI) spend plans and NUWC DIVNPT and Navy Comptroller regulations; and submit a report detailing any disparities;
- d. Provide periodic accounting status reports to PIs, Branch Heads, Program Managers and Division Head;
- e. Review cumulative Division expenditures and direct work years, and generate a monthly Line of Balance report for the Advanced Acoustic Systems Division Head;
- f. Prepare all documentation for funds forwarded to other government facilities;
- g. Review, research and recommend changes/corrections to all unallocated labor and travel reports;
- h. Prepare draft responses to periodic organizational and sponsor funding data queries, for Government use in responding to data queries;
- i. Prepare draft periodic forecasts for the Division's Programs including earned value, risk assessments, trade-off analysis.

Performance Standard: Technical quality- Financial reports are accurate.

#### 4.3.1 Deliverables

The contractor shall submit a monthly status report of work accomplished on this task in accordance with Clause C-16. The contractor shall provide reports in accordance with CDRL A003.

#### 5.0 PROGRESS REPORTS AND REVIEWS

Funds and Man-hour Expenditure Reporting will be provided in accordance with E-Craft System reporting and commence 30 days after date of task order award and be submitted monthly thereafter.

Status and performance progress reports shall be provided in accordance with the COST AND PERFORMANCE REPORTING (MAY 2001). The first report shall be submitted 30 days after task order award and monthly thereafter.

The contractor shall provide documentation in accordance with Clause C-16.

#### 6.0 GOVERNMENT FURNISHED INFORMATION

- 6.1 Weapon System Requirements and Specifications
- 6.2 UUV System Requirements and Specifications
- 6.3 Platform Defense System Requirements and Specifications
- 6.4 Defense and Navy Planning Guidance
- 6.5 Strategic Planning Data
- 6.6 Technical and Program Planning Data
- 6.7 Acoustic Systems Technology Division Program Data
- 6.8 Acoustic Systems Technology Division Planning Data

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#### 6.9 Acoustic Systems Technology Division Administrative Data

#### 6.10 Acoustic Systems Technology Division Financial Data

GFI shall be provided upon award of contract or as it becomes available. GFI shall be returned upon completion of work. The TOM shall provide a schedule of tasking in the form of a work schedule direction and identify specific GFI to be utilized to perform these tasks. This shall be based on the provided incremental funding. The TOM shall forward the detailed GFI relating to the specific program(s) to be analyzed and/or evaluated.

#### 7.0 PERFORMANCE STANDARDS AND QUALITY SURVEILLANCE REVIEWS

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

Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness, and cost. Technical quality will be evaluated against the performance standards defined in specific standards identified in task paragraphs and applicable documents provided as GFI. Responsiveness will be evaluated based upon the Government's experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to the negotiated cost.

#### 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.

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Electronic submission is encouraged.

(2) Content.

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

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

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

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

(v) Report all trips and significant results.

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

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

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

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

(3) Submission and Approval.

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

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

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

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

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

C23S FACILITIES (SEP 2004)

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

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

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#### C24S SECURITY REQUIREMENTS (OCT 2004)

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

#### C25S ACCESS TO GOVERNMENT SITE (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:

<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 NACL.

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.

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## SECTION D PACKAGING AND MARKING

D11S PRESERVATION, PACKAGING, PACKING AND MARKING (JUN 2004)

Preservation, packaging, packing, and marking shall be in accordance with ASTM D 3951-98, "Standard Practice for Commercial Packaging". Additionally, the Contractor shall mark all packages with the following, as appropriate:

CONTRACT NUMBER: N00178-04-D-4115

ORDER NUMBER: N401

REQUISITION NUMBER: N66604-5138-008E

MARK FOR: Carl Albanese, Code Code 82101, tel. 401/832-3726

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)

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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:

#### CLIN - DELIVERIES OR PERFORMANCE

1100AA, 1100AB, 1100AC, 1100AD, 1100AE, 1100AF, 1100AG, 1100AH, 1100AJ, 1100AK, 1100AL, 1100AM

10/20/2005- 9/30/2006

1200/3200 - 10/25/2006- 9/30/2007

1300/3300 10/1/2007- 09/30/2008

1400/3400 10/1/2008- 9/30/2009

4100/6100 Eliminated in Mod 43

4200/6200\* 10/1/2009- 9/30/2010

\* if option is exercised.

### F22S DELIVERY OF DATA (JUN 2004)

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

### F30S PLACE OF PERFORMANCE (APR 2005)

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

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## SECTION G CONTRACT ADMINISTRATION DATA

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

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

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

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

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

X	<b>Cost Voucher (Cost Reimbursable, T&amp;M, LH, or FPI) Contractors MUST attach a completed SF-1035 in WAWF</b>	
	<b>Applies to CLINs/SLINS:</b>	

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Issue DODAAC	N66604
Admin DODAAC	S0701A
Pay Office DODAAC	HQ0337
DCAA Auditor	HAA661
Service Approver DODAAC	N66604
LPO DODAAC	LEAVE BLANK

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

**ATTN CONTRACTORS:**

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

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

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

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

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

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

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

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

**GI0S 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

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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: Nancy A. Teasdale

Telephone: Commercial: 401-832-1898; DSN: 432-1898

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

Email: [nancy.teasdale@navy.mil](mailto:nancy.teasdale@navy.mil)

#### 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).

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(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.

G17S TOM APPOINTMENT (APR 2005)

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

Name: Michael Medeiros

Code: 8212

Mailing Address: Naval Undersea Warfare Center Division, Newport, 1176 Howell Street, Building: 679 Room:102, Newport, RI 02841

Telephone: Commercial: (401) 832-1128 DSN 432-1128

(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.

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Accounting Data
SLINID  PR Number          Amount
-----
1100AB                37000.00
LLA :
A1

MOD 2

1100AC                7200.00
LLA :
A2 9
Standard Number:

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1100AD 2800.00  
 LLA :  
 A2  
 Standard Number:

1100AE 40000.00  
 LLA :  
 A3  
 Standard Number:

MOD 3

1100AF 25000.00  
 LLA :  
 A4  
 Standard Number:

MOD 4

1100AG 36000.00  
 LLA :  
 A4  
 Standard Number:

MOD 5

1100AH 24200.00  
 LLA :  
 A5  
 Standard Number:

1100AJ 50000.00  
 LLA :  
 A6  
 Standard Number:  
 Req.

MOD 6

1100AG 26000.00  
 LLA :  
 A4  
 Standard Number:

1100AK 16000.00  
 LLA :  
 A7  
 Standard Number:

MOD 7

1100AL 9300.00  
 LLA :  
 A8  
 Standard Number:

1100AM 6700.00  
 LLA :  
 A9  
 Standard Number:

MOD 8

120001 6000.00  
 LLA :  
 B1  
 Standard Number:

MOD 9





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C2

Standard Number:

320004 (3500.00)

LLA :

C2

Standard Number:

MOD 22

130001 30000.00

LLA :

C5

Standard Number:

MOD 25

130002 14800.00

LLA :

C6

Standard Number:

130003 4200.00

LLA :

C7

Standard Number:

MOD 26

130004 10000.00

LLA :

C8

Standard Number:

130005 11600.00

LLA :

D1

Standard Number:

130006 12700.00

LLA :

D2

Standard Number:

330001 5000.00

LLA :

C9

Standard Number:

MOD 28

130007 15500.00

LLA :

D3

Standard Number:

130008 11600.00

LLA :

D4 9

Standard Number:

MOD 29

130009 25000.00

LLA :

D5

Standard Number:

MOD 30

130010 25320.00







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## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 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.

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

Additional funds are hereby provided for continued performance. The total funding obligated for the entire task order is increased from \$1,536,443.00 by \$32,945.00 to \$1,569,388.00. 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: September 30, 2009

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**H52S PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT (FEB 2007)**

None of the services required by this task order shall be subcontracted to or performed by persons other than the contractor, the contractor's employees, or those subcontractors (as listed below) which were proposed and approved in the initial offer, without the prior written approval of the Task Order Ordering Officer.

SAIC- 19,999 hours  
Physical Sciences Inc. (PSI)- 385 hours (added via modification 35)

**H61S GOVERNMENT FURNISHED PROPERTY (GFP) (FEB 2005)**

(a) The Government shall furnish Government property to the Contractor for use in connection with this task order.

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in the attached, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following location: Naval Undersea Warfare Center Division Newport, Newport, RI.

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

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

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

**H81S TRAVEL COSTS AND RESPONSIBILITIES (JUL 2008)**

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

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

There may be situations where contractor employees and government employees travel together in government vehicles, or in vehicles rented by the government under the terms of the U.S. Car Rental Agreement (currently available at [http://www.defensetravel.dod.mil/Docs/CarRentalAgreement\\_050508.pdf](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 #: 05-2467 Revision: 06 Area: Rhode Island, Statewide

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

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

Choose "Selecting WDs" from the menu. After choosing the appropriate area, answer the "prompts" as follow:

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

The site will provide the appropriate WD.

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## SECTION I CONTRACT CLAUSES

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (AUG 1999)

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)

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

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

52.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (DEC 2000)

52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)

52.222-41 Service Contract Act (1965)

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.

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## **SECTION J LIST OF ATTACHMENTS**

List of Government Property Made Available

Task Order Administration Plan

DD1423, CDRL (with Addendum)

DD 254- Security Classification Specification