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| 2. AMENDMENT/MODIFICATION NO. 35 | 3. EFFECTIVE DATE 10-Dec-2012 | 4. REQUISITION/PURCHASE REQ. NO. N66604-7194-8892-990 | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY CODE | N66604 | 7. ADMINISTERED BY (If other than Item 6) CODE | S0701A |

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

DCMA HARTFORD
130 DARLIN STREET
EAST HARTFORD CT 06108-3234

| | | |
|--|---------------|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Sonalysts 215 Parkway North Waterford CT 06385 | | 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4126-0006 10B. DATED (SEE ITEM 13) 17-May-2005 |
| CAGE CODE 1L297 | FACILITY CODE | [X] |

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)
SEE SECTION G

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

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

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

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

| | | | |
|--|--|---|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | | |
| [Redacted] | [Redacted] | | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| [Redacted] (Signature of person authorized to sign) | 11-Dec-2012 | BY [Redacted] (Signature of Contracting Officer) | 26-Dec-2012 |

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GENERAL INFORMATION

Distribution: KR, 0221, 3421/[REDACTED], 3421/[REDACTED], 3421/[REDACTED]/34, 3402/M [REDACTED], 59C/[REDACTED], DFAS - HQ0337

FSC: R414

NUWCDIVNPT Control Number: 130521

NUWCDIVNPT Requisition Number(s): N66604-7194-8892-990

NUWCDIVNPT POC: [REDACTED]
[REDACTED]

The purpose of this modification is to decrease funds on SLIN 0001BP

SECTION B - Decrease funds on SLIN 0001BP as follows:

[REDACTED]

SECTION G -

[REDACTED].

SECTION H - [REDACTED] [REDACTED] [REDACTED]
[REDACTED]

All other task order terms and conditions remain unchanged.

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|--|-----|------|------------|------------|----------------|
| 0001 | Services to Support Electromagnetic Programs | | | | | \$1,027,869.00 |
| 0001AA | Electromagnetic Systems Support (RDT&E) | 1.0 | LO | ██████████ | ██████████ | ██████████ |
| 0001AB | funding SLIN - Electromagnetics Support (RDT&E) | 1.0 | LO | ██████████ | ██████████ | ██████████ |
| 0001AC | funding SLIN - Electromagnetics Support (RDT&E) | 1.0 | LO | ██████████ | ██████████ | ██████████ |
| 0001AD | funding SLIN - Electromagnetics Support (RDT&E) | 1.0 | LO | ██████████ | ██████████ | ██████████ |
| 0001AE | funding SLIN - Electromagnetics Support (OTHER) | 1.0 | LO | ██████████ | ██████████ | ██████████ |
| 0001AF | funding SLIN - Electromagnetics Support (RDT&E) | 1.0 | LO | ██████████ | ██████████ | ██████████ |
| 0001BA | Option 1 - Services to support Electromagnetics Programs (RDT&E) | 1.0 | LO | ██████████ | ██████████ | ██████████ |
| 0001BB | Funding for 0001BA (RDT&E) | 1.0 | LO | ██████████ | ██████████ | ██████████ |
| 0001BC | Funding for 0001BA (RDT&E) | 1.0 | LO | ██████████ | ██████████ | ██████████ |
| 0001BD | Funding for 0001BA (RDT&E) | 1.0 | LO | ██████████ | ██████████ | ██████████ |
| 0001BE | Funding for 0001BA (RDT&E) | 1.0 | LO | ██████████ | ██████████ | ██████████ |
| 0001BF | Funding for | 1.0 | LO | ██████████ | ██████████ | ██████████ |

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|--|-----|----|--|--|--|----------------|
| 0001BA (RDT&E) | | | | | | |
| 0001BG Funding for 0001BA (RDT&E) | 1.0 | LO | | | | |
| 0001BH Funding 0001BA (RDT&E) | 1.0 | LO | | | | |
| 0001BJ FUNDING 0001BA (RDT&E) | 1.0 | LO | | | | |
| 0001BK Funding 0001BA (RDT&E) | 1.0 | LO | | | | |
| 0001BL 0001BA (RDT&E) | 1.0 | LO | | | | |
| 0001BM 0001BA (RDT&E) | 1.0 | LO | | | | |
| 0001BN FUNDING for 0001BA - Option 1 (RDT&E) | 1.0 | LO | | | | |
| 0001BP Funding for 0001BA (WCF) | 1.0 | LO | | | | |
| 1300 Option 2 (RDT&E) | | | | | | \$1,024,473.00 |
| 130001 Funding (B6)- [REDACTED] (RDT&E) | | | | | | |
| 130002 Funding (B7)- [REDACTED] (RDT&E) | | | | | | |
| 130003 Funding (B8) - [REDACTED] (RDT&E) | | | | | | |
| 130004 Funding (A9) - [REDACTED] (RDT&E) | | | | | | |
| 130005 Funding (B9) - [REDACTED] (RDT&E) | | | | | | |
| 130006 Funding (C1) [REDACTED] [REDACTED] (RDT&E) | | | | | | |
| 130007 Funding (C2) [REDACTED] [REDACTED] (RDT&E) | | | | | | |
| 130008 Funding (C3) [REDACTED] [REDACTED] [REDACTED] (RDT&E) | | | | | | |

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130009 Funding (C4) EVM
Support (RDT&E)

130010 Funding (C5)
Periscope Support
(RDT&E)

130011 Funding (C7) VA
DT/OT Support
(RDT&E)

130012 C7 [REDACTED] for
VA DT/OT Support
(RDT&E)

130013 C8 [REDACTED]
Cluster Bight
(RDT&E)

130014 C9 [REDACTED]
(RDT&E)

130015 D1 [REDACTED]
(RDT&E)

1400 Option 3 (RDT&E) [REDACTED] [REDACTED] [REDACTED] [REDACTED] \$980,254.00

140001 D2 [REDACTED]
(RDT&E)

140002 D3 [REDACTED]
(RDT&E)

140003 D4 [REDACTED]
(RDT&E)

140004 D5 [REDACTED]
(RDT&E)

140005 D6 [REDACTED]
(RDT&E)

140006 D7 [REDACTED]
(RDT&E)

140007 D8 [REDACTED]
(RDT&E)

For ODC Items:

| Item | Supplies/Services | Qty | Unit | Est. Cost |
|------|------------------------------------|-----|------|------------|
| 3000 | Prime and subcontractor travel and | | | [REDACTED] |

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material (with
burdens)

3300 Option 2 (RDT&E) 1.0 LO [REDACTED]

330001 Funding (B5)-
[REDACTED]
(RDT&E)

330002 Funding (A9)
[REDACTED]
(RDT&E)

330003 Funding (B9) [REDACTED]
[REDACTED] (RDT&E)

330004 Funding (C5)
[REDACTED]
(RDT&E)

330005 Funding (C6)
(RDT&E)

330006 D1 [REDACTED]
(RDT&E)

3400 Option 3 (RDT&E) 1.0 LO [REDACTED]

340001 D2 [REDACTED] (RDT&E)

340002 D3 [REDACTED]
(RDT&E)

340003 D8 [REDACTED]
(RDT&E)

For Cost Type Items:

4000 Services to Support Electromagnetic Programs \$0.00

| Item | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|-------------------------|------------|------------|------------|------------|--------------|
| 4200 | Option 4 (RDT&E) Option | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | \$961,327.00 |

For ODC Items:

| Item | Supplies/Services | Qty | Unit | Est. Cost |
|------|-----------------------|-----|------|-----------|
| 6000 | Prime and subcontract | | | \$0.00 |

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travel and
material (with
burdens)

6200 Option 4 (RDT&E) 1.0 LO \$32,470.00
Option

B30S LEVEL OF EFFORT - TERM (JUN 2004)

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

0001AA, 0001AB, 0001AC, 0001AD, 0001AE and 0001AF - [REDACTED]

0001BA - [REDACTED]

1300 - [REDACTED]

1400 - [REDACTED]

4200 - [REDACTED]

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;

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(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 NO. EXERCISE DATE

| Option No. | CLIN | Exercise Date – No Later Than |
|------------|-------------|-------------------------------|
| 1 | 0001BA | 17-May-06 |
| 2 | 1300 & 3300 | 1-Dec-07 |
| 3 | 1400 & 3400 | 17-Dec-08 |
| 4 | 4200 & 6200 | 17-Nov-09 |

B43S OPTIONS AND BASIC AWARD TERM (JAN 2005)

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

B51S PAYMENT OF FIXED FEE - TERM (NOV 2005)

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

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK FOR

TASK ORDER

ENGINEERING AND TECHNICAL SERVICES FOR ELECTROMAGNETIC SYSTEMS

1.0 INTRODUCTION

The Naval Undersea Warfare Center Division Newport (NUWCDIVNPT) Electromagnetic Department (Code 34) is tasked by the Naval Sea Systems Command (NAVSEA), Office of Naval Intelligence (ONI), and other Government activities to perform a wide range of engineering and technical/program management functions in support of submarine Electronic Warfare Support (ES) and Imaging systems. Code 342 is responsible for the comprehensive Technical, Financial, and Program Management of major Submarine Imaging and Electronic Warfare (I&EW) programs for NUWCDIVNPT: Type 18B and H Periscopes, Submarine Imaging System (SUBIS), PATRIOT, AN/BLQ-10(V), AN/WLR-8A(V)2, Automatic Identification System (AIS), Automatic Direction Finder (ADF), Early Warning Receiver (EWR), CLUSTER PENNANT, Low Probability of Intercept (LPI) Receiver, LPI Direction Finder (DF), Embedded National Tactical Receiver (ENTR), CLUSTER SNOOP, CLUSTER ROBIN, Passive Surveillance Radar (PSR), ES Vulnerability Server (EVS), Intelligence Reconnaissance and Surveillance (ISR) projects and System Upgrade Integration programs. The range of technical functions that Code 342 performs includes: engineering design studies, application studies, acquisitions documentation development, technical specification development, development activity monitoring, and system level integration and testing, system certification testing, at-sea testing, technical documentation development, in-service engineering, functional specifications, logistics support, Fleet support services, technical refreshment of system electronics, COTS insertion, libraries and database development, and life-cycle management functions.

2.0 SCOPE

The contractor shall provide support to Code 34 NUWCDIVNPT in the areas of Technical Design Agent Support, Operational and Analysis Support, System Engineering, Equipment Fabrication and Prototype, Software Engineering, Library and Database Development, Test and Evaluation, Technical Documentation Development, and Technical Management Support. Tasking and deliverables shall be in accordance with the requirements defined in this task order.

3.0 REQUIREMENTS

The contractor shall provide personnel and materials to perform the following tasks.

3.1 TECHNICAL DESIGN AGENT (TDA) SUPPORT

3.1.1 The contractor shall attend engineering design reviews, support, testing and evaluation, review drawings and documentation for the following systems: Type 18B and H Periscopes, SUBIS, PATRIOT, AN/BLQ-10(V), AN/WLR-8A(V)2, AIS, ADF, CLUSTER PENNANT, LPI DF, ENTR, CLUSTER SNOOP, EWR, CLUSTER ROBIN, PSR, EVS, ISR projects, and System Upgrade Integration programs.

3.2 OPERATIONAL ANALYSIS SUPPORT

3.2.1 The contractor shall develop/review Concept of Operations (CONOPs) for I&EW systems. This document will outline the end-to-end operational framework for the system.

3.2.2 The contractor shall define the operational performance of I&EW systems. This shall include addressing any operability issues associated with employment onboard submarines.

3.2.3 The contractor shall analyze the Human System Integration (HSI) for I&EW systems. The contractor shall incorporate the fleet feedback from operation of previous I&EW systems while determining design requirements for the new I&EW systems.

3.2.4 The contractor shall develop, modify/review tactical guidance for I&EW systems.

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The deliverables for this work shall be Technical Information Reports (CDRL A001).

3.3 SYSTEM ENGINEERING

3.3.1 The contractor shall develop system documentation, for the engineering of I&EW systems such as AIS, ADF, LPI DF, EWR, PATRIOT, and the Type 18I Antenna.

3.3.2 The contractor shall provide system certification testing, technical documentation, engineering, and installation support in the development and verification of the Engineering Change Proposals for I&EW systems.

3.3.3 The contractor shall draft requirements that outline goals, thresholds, and new capabilities for I&EW systems.

The deliverables for this work shall be Technical Information Reports (CDRL A002).

3.4 EQUIPMENT FABRICATION

3.4.1 The contractor shall engineer, fabricate, test, prototype, and limited production equipment in support of I&EW programs such as ADF, SUBIS, Type 18I Antenna, EWR, PATRIOT, and LPI DF.

3.4.2 The contractor shall fabricate prototypes and Engineering Development Models for I&EW systems such as the Type 18B and 18H periscope, ADF, LPI DF, and AIS.

The contractor shall deliver the fabricated equipment under DD 250. The contractor shall return repaired equipment under a DD 1149.

3.5 SOFTWARE ENGINEERING

3.5.1 The contractor shall develop computer software, databases and associated documentation to support delivery of operational software for I&EW such as EWR, CLUSTER PENNANT, ISR, and SUBIS. Software rights shall become the property of the Government.

3.5.2 The contractor shall develop test procedures and documentation to support the development of operational software for I&EW systems such as CLUSTER PENNANT and SUBIS.

The deliverables for this work shall be Technical Information Reports (CDRL A003).

3.6 LIBRARY AND DATABASE DEVELOPMENT

3.6.1 The contractor shall generate AN/BLQ-10(V), AN/WLR-8A(V)2, CLUSTER SNOOP/ROBIN, and CADF tactical library operator instructions.

3.6.2 The contractor shall generate Data Base Guidance Documents (DBGD) for AN/BLQ-10(V) Radar Narrowband (RNB) and Radar Wideband (RWB) subsystems, CLUSTER SNOOP/ROBIN, CADF, and CLUSTER PENNANT.

3.6.3 The contractor shall research and provide data required for building Combat Electromagnetic Environment Simulator (CEESIM) emitter modes to support library/database guidance development/testing and system testing.

The deliverables for this work shall be Technical Reports (CDRL A004).

3.7 TECHNICAL DOCUMENTATION DEVELOPMENT

3.7.1 The contractor shall develop, review/maintain logistic technical data for operational support of I&EW systems.

3.7.2 The contractor shall develop, modify, and/or review User's Guides for I&EW systems such as AIS, ADF, LPI DF, PATRIOT, CADF, and CLUSTER PENNANT.

3.7.3 The contractor shall develop and review the technical information, such as Technical Manuals or Integrated Electronic Technical Manuals (IETMs), provided by original equipment manufacturers (OEMs) for I&EW systems.

3.7.4 The contractor shall prepare a training package for use in training operators and maintainers on the functional

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description, maintenance, operation, and employment of I&EW systems.

The deliverables for this work shall be Technical Information Reports (CDRL A005).

3.8 TEST AND EVALUATION

3.8.1 The contractor shall draft, review/maintain test plans and procedures that address the scope, methods, and procedures for conduct of test. The test events include equipment or system developmental testing, qualification testing, environmental testing, certification testing, interface testing, integration testing, shipboard testing, at-sea testing, operational testing, laboratory testing, and library/database testing. Reports shall be developed to document the results of the testing.

3.8.2 The contractor shall maintain, ship, stage/coordinate test facility equipment, instrumentation, communications, and provide incidental consumable material and other materials required to conduct and support test evaluations. The test events include equipment or system developmental testing, qualification testing, environmental testing, certification testing, interface testing, integration testing, shipboard testing, at-sea testing, operational testing, and laboratory testing. The contractor shall submit post installation testing reports.

The deliverables for this work shall be Technical Information Reports (CDRL A006).

3.9 TECHNICAL MANAGEMENT SUPPORT

3.9.1 The contractor shall also provide briefing material for the I&EW system engineering efforts for use both internal and external to NUWC.

3.9.2 The contractor shall attend Program Review meetings.

The deliverables for this work shall be Technical Information Reports (CDRL A007).

4.0 PROGRESS REPORTS

The contractor shall deliver monthly cost and performance reports in accordance with the basic contract Clause C16 COST AND PERFORMANCE REPORTING (OCT 2000).

5.0 TRIP REPORTS AND TRAVEL

The contractor shall participate in meetings, conferences, and working groups for Code 34. Travel is anticipated to support this tasking and to participate in conferences/meetings/ working groups. A trip report for all authorized travel under this task order shall be produced and delivered in accordance with Engineering and Technical Services Accomplishment Report (CDRL A008).

6.0 LOCATION

This work shall be performed at the contractor's facilities, Government facilities in Newport, RI or at locations as directed by the Task Order Manager.

7.0 GOVERNMENT FURNISHED EQUIPMENT

The following GFI will be provided upon contract award:

1. ADF hardware and software (at laboratory)
2. CIS hardware and software (at laboratory)
3. EWR hardware and software (at laboratory)
4. Low Probability of Intercept Receiver & DF (at laboratory)

8.0 PERIOD OF PERFORMANCE

The period of performance shall run for 1 year from date of award with 4 additional years as options.

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9.0 SECURITY

The level of clearance required to perform the tasks specified herein can be as high as TOP SECRET.

10.0 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 based upon how well the services support the overall objective defined in SOW paragraph 2.0. Specifically performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated and against the performance standards and goals defined as follows:

Fabrication to be done in accordance with approved engineering development model drawings created during this effort.

System engineering and development is to be done utilizing the Capability Maturity Model Integrated as a guidance document. System engineering processes shall be appropriately tailored to support each development effort.

J-STD-016-1995, 30 September 1995, Trial-Use Standard, Standard for Information Technology Software Life Cycle Processes Software Development Acquirer-Supplier Agreement or equivalent shall be used as guidance for any software development effort.

Peer reviews will be required to approve materials developed during an engineering effort.

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.

| | | | | |
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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: (from SF26 Block 2 or Task Order Block 1)

ORDER NUMBER: (from Task Order Block 2)

REQUISITION NUMBER: (from Task Order General Information Section)

MARK FOR:

Name Code Telephone No.

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 (NISPO) 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.

| | | | | |
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SECTION E INSPECTION AND ACCEPTANCE

E14S INSPECTION AND ACCEPTANCE OF SERVICES (OCT 2004)

The Task Order Manager (TOM) identified in Section G is the only person empowered to inspect and accept the completed task order. Upon completion of all work and final submission of all data items, the contractor's Senior Technical Representative shall prepare and sign a Certificate of Final Acceptance (COFA) memorandum, and submit it to the TOM for signature. The contractor shall include the fully signed COFA with its final invoice.

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SECTION F DELIVERABLES OR PERFORMANCE

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

| | |
|--------|-----------------------|
| 0001AA | 5/17/2005 - 4/5/2006 |
| 0001AB | 5/17/2005 - 4/5/2006 |
| 0001AC | 5/17/2005 - 4/5/2006 |
| 0001AD | 5/17/2005 - 4/5/2006 |
| 0001AE | 5/17/2005 - 4/5/2006 |
| 0001AF | 5/17/2005 - 4/5/2006 |
| 0001BA | 4/6/2006 - 8/31/2007 |
| 0001BB | 4/6/2006 - 5/17/2007 |
| 0001BC | 4/6/2006 - 5/17/2007 |
| 0001BD | 4/6/2006 - 5/17/2007 |
| 0001BE | 4/6/2006 - 5/17/2007 |
| 0001BF | 4/6/2006 - 5/17/2007 |
| 0001BG | 5/18/2006 - 5/17/2007 |
| 0001BH | 5/18/2006 - 5/17/2007 |
| 0001BJ | 5/18/2007 - 5/17/2008 |
| 0001BK | 10/1/2006 - 8/31/2007 |
| 0001BL | 10/1/2006 - 8/31/2007 |
| 0001BM | 10/1/2006 - 8/31/2007 |
| 0001BN | 5/16/2006 - 8/31/2007 |
| 0001BP | 10/1/2006 - 8/31/2007 |
| 1300 | 9/17/2007 - 9/16/2008 |
| 1400 | 9/22/2008 - 9/21/2009 |
| 3300 | 9/17/2007 - 9/16/2008 |
| 3400 | 9/22/2008 - 9/21/2009 |

F1S PERIOD OF PERFORMANCE

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

0001AA , 0001AB, 0001AC, 0001AD, 0001AE, 0001AF: 5/17/05 - 4/05/06

0001BA, 0001BB, 0001BC, 0001BD, 0001BE, 0001BF,0001BG,0001BH, 0001BJ, 0001BK, 0001BL,
0001BM, 0001BN, 0001BP: 4/06/06 - 9/16/07

1300 & 3300: 9/17/07 - 9/16/08

1400 & 3400: 9/22/08 - 9/21/09

4200 & 6200: 9/22/09 - 5/16/10

F18S DELIVERY AT DESTINATION (JUN 2004)

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer

Naval Undersea Warfare Center, Division Newport

| | | | | |
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Naval Station Newport, Bldg. 47

47 Chandler Street

Newport, RI 02841-1708

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. The Statement of Work included with this order specifies those locations.

| | | | | |
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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 (NUWC DIVNPT) utilizes the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this order. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this order shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

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

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

| | | | | |
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| | |
|-------------------------|--------|
| Service Acceptor DODAAC | |
| LPO DODAAC | N66604 |

| | |
|--|-------------|
| Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)Contractors MUST attach a completed SF-1035 in WAWF | |
| Applies to CLINs/SLINS: | |
| Issue DODAAC | N66604 |
| Admin DODAAC | S0701A |
| Pay Office DODAAC | HQ0337 |
| DCAA Auditor | HA661 |
| 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., 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

| | | | | |
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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] |
| [REDACTED] |

(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, [REDACTED]

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

GI0S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (AUG 2005)

(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:

[REDACTED]
[REDACTED]
[REDACTED]

| | | | | |
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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:



G17S TOM APPOINTMENT

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

| | | | | |
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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

(c) Only the Contracting Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the 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.

Accounting Data

| SLINID | PR Number | Amount |
|---|------------------|------------|
| 0001AB | N66604-5005-06N3 | [REDACTED] |
| LLA : | | |
| A1 was provided as funding at Task Order Award. Do not count these funds again. | | |

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 01

| | | |
|---|----------------------|------------|
| 0001AB | N66604-5005-06N3-001 | [REDACTED] |
| LLA : | | |
| A1 was provided as funding at Task Order Award. Do not count these funds again. | | |

MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 02

| | | |
|---|------------------|------------|
| 0001AC | N66604-5151-75M5 | [REDACTED] |
| LLA : | | |
| A2 was provided as funding at Task Order Award. Do not count these funds again. | | |

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 03

| | | |
|--|----------------------|------------|
| 0001AD | N66604-5151-75M5-001 | [REDACTED] |
| LLA : | | |
| A2 97X4930.NH6A 000 77777 0 066604 2F 8E0016 D52933534320 INCREASE \$25,000.00 | | |

| | | |
|--|----------------------|------------|
| 0001AE | N66604-5005-06N3-002 | [REDACTED] |
| LLA : | | |
| A1 97X4930.NH6A 000 77777 0 066604 2F 8E0016 A53501534210 INCREASE \$14,000.00 | | |

| | | |
|--|------------------|------------|
| 0001AF | N66604-5195-12N3 | [REDACTED] |
| LLA : | | |
| A3 97X4930.NH6A 000 77777 0 066604 2F 8E0016 F56224534210 INCREASE \$10,700.00 | | |

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MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 04

0001BB N66604-6065-1434 [REDACTED]
LLA :
A4 97X4930.NH6A 000 77777 0 066604 2F 000000 34210D558506
Standard Number: C003298

0001BC N66604-6083-2990 [REDACTED]
LLA :
A5 97X4930.NH6A 000 77777 0 066604 2F 000000 34210D558606
Standard Number: C003298

0001BD N66604-6083-2991 [REDACTED]
LLA :
A4 97X4930.NH6A 000 77777 0 066604 2F 000000 34210D558506
Standard Number: C003298

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05

0001BE N66604-6083-3013 [REDACTED]
LLA :
A6 97X4930.NH6A 000 77777 0 066604 2F 000000 34320U529316
Standard Number: C003298

0001BF N66604-6083-3014 [REDACTED]
LLA :
A6 97X4930.NH6A 000 77777 0 066604 2F 000000 34320U529316
Standard Number: C003298

MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 06

0001BG N66604-6206-5046 [REDACTED]
LLA :
A7 97X4930.NH6A 000 77777 0 066604 2F 000000 34320T558886
Standard Number: C003298

MOD 06 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 07

0001BH N66604-6237-2866 [REDACTED]
LLA :
A8 97X4930.NH6A 000 77777 0 066604 2F 000000 34320A531076
Standard Number: C003298

MOD 07 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 08

0001BJ N66604-6311-6972 [REDACTED]
LLA :
A9 1771319.F726 000 41756 0 068941 2D 000000 G60006339000
Standard Number: C003298
Reference: RCP# N4175607WX50015, ACRN AA (I530127)

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MOD 08 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 09

0001BK N66604-7017-7136 [REDACTED]
LLA :
B1 97X4930.NH6A 000 77777 0 066604 2F 000000 34210X531087
Standard Number: C003298

MOD 09 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 10

0001BL N66604-7067-9490 [REDACTED]
LLA :
A9 1771319.F726 000 41756 0 068941 2D 000000 G60006339000
Standard Number: C003298
Reference: RCP# N4175607WX50015, ACRN AA (I530127)

MOD 10 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 11

0001BM N66604-7086-5908 [REDACTED]
LLA :
B2 97X4930.NH6A 000 77777 0 066604 2F 000000 34330A541107
Standard Number: C003298

MOD 11 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 13

0001BN N66604-7186-5976 [REDACTED]
LLA :
B3 1761319.H544 253 SASUB 0 068342 2D 007440 F02530000010
Standard Number: C003298
Reference: RCP# N0002407WX11484, ACRN AA (I541077)

MOD 13 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 14

0001BP N66604-7194-8892 [REDACTED]
LLA :
B4 97X4930.NH2C 252 77777 0 054219 2F 000000 012080720010
Standard Number: C003298
RCP Doc#: N6053007RX00827; ACRN AA;
Reference#: N4175607WX50365;
JON I529277

MOD 14 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 15

0001BL N66604-7067-9490-001 [REDACTED]
LLA :
A9 1771319.F726 000 41756 0 068941 2D 000000 G60006339000
Standard Number: C003298
Reference: RCP# N4175607WX50015, ACRN AA (I530127)

| | | | | |
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MOD 15 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 16

130001 N66604-7248-2640 [REDACTED]
LLA :
B6 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A521117
Standard Number: C003298

130002 N66604-7248-2641 [REDACTED]
LLA :
B7 1771319.H4RK 253 SASUB 0 068342 2D 007440 F07700000010
Standard Number: C003298
Reference: RCP #: N0002407WX11945; ACRN: AA; (I521127)

330001 N66604-7248-2636 [REDACTED]
LLA :
B5 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A528847
Standard Number: C003298

MOD 16 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 17

130003 N66604-7254-4569 [REDACTED]
LLA :
B8 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A537687
Standard Number: c003298

130004 N66604-7249-2878 [REDACTED]
LLA :
A9 1771319.F726 000 41756 0 068941 2D 000000 G60006339000
Standard Number: C003298
Reference: RCP# N4175607WX50015, ACRN AA (I530127)

330002 N66604-7255-4716 [REDACTED]
LLA :
A9 1771319.F726 000 41756 0 068941 2D 000000 G60006339000
Standard Number: C003298
Reference: RCP# N4175607WX50015, ACRN AA (I530127)

MOD 17 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 19

130005 N66604-7296-7373 [REDACTED]
LLA :
B9 1771319.F726 000 41756 0 068941 2D 000000 G60006339000
Standard Number: 0117970
Reference: RCP# N4175607WX50015, ACRN AA, (I530138)

330003 N66604-7296-7392 [REDACTED]
LLA :
B9 1771319.F726 000 41756 0 068941 2D 000000 G60006339000
Standard Number: 0117970
Reference: RCP# N4175607WX50015, ACRN AA, (I530138)

MOD 19 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 20

130006 N66604-7317-0015 [REDACTED]
LLA :
C1 1771319.55XY 252 EAE77 0 068342 2D 96044Q 01411000MIX
Standard Number: 0119385

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Reference: RCP#N0003907WXXFM108, ACRN AB, (I575848)

130007 N66604-7317-0016 [REDACTED]
 LLA :
 C2 1771319.55XY 252 EAE77 0 068342 2D 96044Q 014110000MIX
 Standard Number: 0119385
 Reference: RCP#N0003907WXXFM108, ACRN AB, (575858)

130008 N66604-7317-0018 [REDACTED]
 LLA :
 C3 1771319.55XY 252 EAE77 0 068342 2D 96044Q 014110000MIX
 Standard Number: 0119385
 Reference: RCP#N0003907WXXFM108, ACRN AB, (I575868)

MOD 20 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 21

130009 N66604-7333-1736 [REDACTED]
 LLA :
 C4 97X4930.NH6A 000 77777 0 066604 2F 000000 34140A575818
 Standard Number: 0119385

MOD 21 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 22

130010 N66604-7338-2474 [REDACTED]
 LLA :
 C5 1781319.H5YT 253 SASUB 0 068342 2D 007440 F19500000010
 Standard Number: 0119385
 Reference: RCP #N0002408WX11078, ACRN AA, (I558018)

330004 N66604-7339-2624 [REDACTED]
 LLA :
 C5 1781319.H5YT 253 SASUB 0 068342 2D 007440 F19500000010
 Standard Number: 0119385
 Reference: RCP #N0002408WX11078, ACRN AA, (I558018)

330005 N66604-7320-0624 [REDACTED]
 LLA :
 C6 97X4930.NH6A 000 77777 0 066604 2F 000000 34210C558208
 Standard Number: 0119676

MOD 22 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 23

130011 N66604-7344-3217 [REDACTED]
 LLA :
 C7 97X4930.NH6A 000 77777 0 066604 2F 000000 34000XC94628
 Standard Number: 0119385

MOD 23 Funding 15000.00
 Cumulative Funding 1002249.00

MOD 24

130012 N66604-7353-4611 [REDACTED]
 LLA :
 C7 97X4930.NH6A 000 77777 0 066604 2F 000000 34000XC94628
 Standard Number: 0119385

MOD 24 Funding [REDACTED]

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Cumulative Funding [REDACTED]

MOD 25

130013 N66604-8067-5182 [REDACTED]
 LLA :
 C8 1771319.F726 000 41756 0 068941 2D 000000 G60006339000
 Standard Number: 0117970
 RCP# N4175607WX50015, ACRN AA (I530148)

MOD 25 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 27

130014 N66604-8170-3635 [REDACTED]
 LLA :
 C9 1781319.W7KY 253 YYG1G 0 068342 2D 007440 03126000RT20
 Standard Number: 0119385
 Reference: RCP# N0002408WX70411, ACRN AA (I541158)

130015 N66604-8171-3999 [REDACTED]
 LLA :
 D1 97X4930.NH6A 000 77777 0 066604 2F 000000 15420T196818
 Standard Number: 0119385

330006 N66604-8171-4001 [REDACTED]
 LLA :
 D1 97X4930.NH6A 000 77777 0 066604 2F 000000 15420T196818
 Standard Number: 0119385

MOD 27 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 28

140001 N66604-8231-5359 [REDACTED]
 LLA :
 D2 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A531148
 Standard Number: 0119385

140002 N66604-8246-8493 [REDACTED]
 LLA :
 D3 1781319.H4RK 253 SASUB 0 068342 2D 007440 F07700000010
 Standard Number: 0119385
 Reference: RCP# N0002408WX11061, ACRN AA, (I543028)

340001 N66604-8231-5353 [REDACTED]
 LLA :
 D2 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A531148
 Standard Number: 0119385

340002 N66604-8246-8497 [REDACTED]
 LLA :
 D3 1781319.H4RK 253 SASUB 0 068342 2D 007440 F07700000010
 Standard Number: 0119385
 Reference: RCP# N0002408WX11061, ACRN AA, (I543028)

MOD 28 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 29

140003 N66604-8260-2403 [REDACTED]
 LLA :
 D4 1781319.F726 000 41756 0 068941 2D 000000 G60009094000
 Standard Number: 0119385
 RCP# N4175608WX50015, ACRN: AA
 (I530168)

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MOD 29 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 30

340001 N66604-8231-5353 [REDACTED]
LLA :
D2 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A531148
Standard Number: 0119385

MOD 30 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 31

140004 N66604-9007-2728 [REDACTED]
LLA :
D5 97X4930.NH6A 000 77777 0 066604 2F 000000 34T40A541019
Standard Number: 0119385

140005 N66604-9007-2732 [REDACTED]
LLA :
D6 97X4930.NH6A 000 77777 0 066604 2F 000000 34T40A541029
Standard Number: 0119385

MOD 31 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 32

140006 N66604-9051-1937 [REDACTED]
LLA :
D7 97X4930.NH6A 000 77777 0 066604 2F 000000 34T40C531739
Standard Number: 0119385

MOD 32 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 33

140007 N66604-9093-9150 [REDACTED]
LLA :
D8 1791319.N726 000 00015 068892 2D X30009 00015934G3RQ
Standard Number: 0119385
Reference: RCP# N0001509WX30009, ACRN AA
(I531219)

340003 N66604-9093-9158 [REDACTED]
LLA :
D8 1791319.N726 000 00015 068892 2D X30009 00015934G3RQ
Standard Number: 0119385
Reference: RCP# N0001509WX30009, ACRN AA
(I531219)

MOD 33 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 35

0001BP N66604-7194-8892 [REDACTED]
LLA :
B4 97X4930.NH2C 252 77777 0 054219 2F 000000 012080720010
Standard Number: C003298
RCP Doc#: N6053007RX00827; ACRN AA;
Reference#: N4175607WX50365;
JON I529277

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MOD 35 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H31S INCREMENTAL FUNDING - ADDITIONAL FUNDS (JAN 2008)

The total funding obligated for the entire task order is decreased [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: May 16, 2009

H38S TECHNICAL INSTRUCTIONS (FEB 2009)

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

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

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

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

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

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

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

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

(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.

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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.

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

H61S GOVERNMENT FURNISHED PROPERTY (GFP) (JUN 2004)

(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 Attachment # 4 , entitled, 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: See Attachment.

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

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

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

H81S TRAVEL COSTS AND RESPONSIBILITIES (JUL 2008)

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

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

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

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (DEC 2006)

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

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Wage Determination #: 2005-2467 Revision: 05 Area: RHODE ISLAND (Newport County)

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

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

Choose "Selecting WDs" from the menu. After choosing the appropriate area, answer the "prompts" as follows (these answers are applicable to this solicitation):

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

The site will provide the appropriate WD.

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SECTION I CONTRACT CLAUSES

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.

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

252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (NOV 2004)

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

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

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SECTION J LIST OF ATTACHMENTS

SECTION J LIST OF ATTACHMENTS

J10S LIST OF ATTACHMENTS (OCT 2004)

EXHIBIT TITLE

"A" DD Form 1423, Contract Data Requirements List

ATTACHMENT

1 Task Order Administration Plan

2 SF98A, Notice of Intention to Make a Service Contract and Response to Notice

3 Certificate of Acceptance (COFA)

4 Government Property Made Available

5 DD Form Contract Security Classification Specification

6 DD Form Contract Security Classification Specification Revision 1