

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
UPAGE OF PAGES
1 22. AMENDMENT/MODIFICATION NO.
413. EFFECTIVE DATE
03-Sep-20134. REQUISITION/PURCHASE REQ. NO.
5194 96n9-9925. 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-N405

10B. DATED (SEE ITEM 13)

06-Jul-2006

CAGE CODE
1L297

FACILITY CODE

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.
- 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).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)
FAR 52.232-22 'Limitation of Funds' and 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)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

30-Aug-2013

BY

03-Sep-2013

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

Distribution: KR, 0221, DFAS-HQ0337, 342/[REDACTED]

FSC: R425

NUWCDIVNPT Control #: 133164

NUWCDIVNPT Requisition #: 5194 96n9-992.

NUWCDIVNPT POC: [REDACTED] (See cover page for e-mail address and telephone number.)

The purpose of this modification is to:

1. Deobligate funds
2. Revise Clause H31S 'Incremental Funding - Additional Funds

CONTRACTOR'S STATEMENT OF RELEASE: The contractor hereby releases the Government from any and all liability under this task order for further adjustments attributable to contract closeout procedures (as it relates to SLINs 120004 and 320003) as a result of this deobligation.

SECTION B -

1. Deobligate funds from SLINs as follows:

- a. [REDACTED].
- b. [REDACTED]

SECTION G -

1. Revise Accounting and Appropriation data to reflect decrease in funds as follows:

- a. [REDACTED]
- b. [REDACTED]

SECTION H -

1. Clause H31S 'Incremental Funding - Additional Funds' is revised to reflect a decrease in funding
[REDACTED]

All other task order terms and conditions remain unchanged.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

1000 Imaging/Periscope System Engineering and Analysis Support \$0.00

Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1100	R425	Base Period (RDT&E)					\$79,864.00
110001	R425	funding A1 (RDT&E)					
1200	R425	Option 1 (RDT&E)					\$325,783.00
120001	R425	Funding ACRN A2 (RDT&E)					
120002	R425	Funding ACRN A3 (RDT&E)					
120003	R425	Funding ACRN A4 (RDT&E)					
120004	R425	[redacted] in Mod 41) Funding ACRN A5 (RDT&E)					
120005	R425	Funding ACRN A6 (RDT&E)					
120006	R425	Funding ACRN A7 (RDT&E)					
120007	R425	Funding ACRN A8 (RDT&E)					
120008	R425	A9 [redacted] (RDT&E)					
1300	R425	Option 2 (RDT&E)					\$341,016.00
130001	R425	Funding B1 (RDT&E)					
130002	R425	Funding B2 (RDT&E)					
130003	R425	Funding (B3) (RDT&E)					
130004	R425	Funding (B4) (RDT&E)					
130005	R425	Funding B5 (RDT&E)					
130006	R425	Funding B6					

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(RDT&E)

130007	R425	Funding B7 (RDT&E)					
130008	R425	B4 [REDACTED] (RDT&E)					
130009	R425	B8 [REDACTED] (RDT&E)					
130010	R425	B9 [REDACTED] (RDT&E)					
130011	R425	C1 [REDACTED] (RDT&E)					
130012	R425	B9 [REDACTED] (RDT&E)					
130013	R425	B8 [REDACTED] (RDT&E)					
1400	R425	Option 3 (RDT&E)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	\$333,448.00
140001	R425	B8 [REDACTED] (RDT&E)					
140002	R425	C2 [REDACTED] (RDT&E)					
140003	R425	C3 [REDACTED] (RDT&E)					
140004	R425	C1 [REDACTED] (RDT&E)					
140005	R425	C4 [REDACTED] (RDT&E)					
140006	R425	C5 [REDACTED] (RDT&E)					
140007	R425	C6 [REDACTED] (RDT&E)					
140008	R425	C7 [REDACTED] (RDT&E)					
140009	R425	C9 [REDACTED] (RDT&E)					
140010	R425	D1 [REDACTED] (RDT&E)					
140011	R425	D2 [REDACTED] (RDT&E)					
140012	R425	C8 [REDACTED] (RDT&E)					

For ODC Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost
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3000		Prime and Subcontractor Travel and Material with applicable burdens excluding fee			\$0.00
3100	R425	Base (RDT&E)	1.0	LO	\$2,000.00
310001	R425	funding A1 (RDT&E)			
3200	R425	Option 1 (RDT&E)	1.0	LO	\$6,600.00
320001	R425	Funding A3 (RDT&E)			
320002	R425	Funding ACRN A6 (RDT&E)			
320003	R425	██████████ ██████████ ██████████ in Mod 41) Funding A5 (RDT&E)			
3300	R425	Option 2 (RDT&E)	1.0	LO	\$27,000.00
330001	R425	Funding B1 (RDT&E)			
330002	R425	Funding B2 (RDT&E)			
330003	R425	Funding (B3) (RDT&E)			
330004	R425	Funding (B4) (RDT&E)			
330005	R425	B8 ██████████ (RDT&E)			
330006	R425	B9 ██████████ (RDT&E)			
330007	R425	B8 ██████████ (RDT&E)			
3400	R425	Option 3 (RDT&E)	1.0	LO	\$45,704.00
340001	R425	B8 ██████████ (RDT&E)			
340002	R425	C4 ██████████ (RDT&E)			
340003	R425	C6 ██████████ (RDT&E)			
340004	R425	C7 ██████████ (RDT&E)			
340005	R425	C8 ██████████			

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(RDT&E)

340006 R425 C9 [REDACTED]
(RDT&E)

340007 R425 C8 [REDACTED]
(RDT&E)

340008 R425 C8 [REDACTED]
(RDT&E)

For Cost Type Items:

4000 Imaging/Periscope Support \$0.00

Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4100	R425	Option 4 (RDT&E) Option	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	\$0.00
4200	R425	Option 5 (RDT&E)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	\$373,073.00
420001	R425	D3 [REDACTED] (RDT&E)					
420002	R425	D3 [REDACTED] (RDT&E)					
420003	R425	D3 [REDACTED] (RDT&E)					
420004	R425	D5 [REDACTED] (RDT&E)					
420005	R425	D6 [REDACTED] (RDT&E)					
420006	R425	D7 [REDACTED] (RDT&E)					
420007	R425	D8 [REDACTED] (RDT&E)					
4300	R425	Option 6 (RDT&E)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	\$286,064.00
430001	R425	D9 [REDACTED] (RDT&E)					

For ODC Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost
6000		Prime and Subcontractor Travel and Material with applicable burdens excluding fee			\$0.00
6100	R425	Option 4 (RDT&E)	1.0	LO	\$0.00

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Option

6200	R425	Option 5 (RDT&E)	1.0	LO	\$2,000.00
620001	R425	D4 [REDACTED] (RDT&E)			
620002	R425	D3 [REDACTED] (RDT&E)			
6300	R425	Option 6 (RDT&E)	1.0	LO	\$8,000.00
630001	R425	D9 [REDACTED] (RDT&E)			

B30S LEVEL OF EFFORT - TERM (NOV 2005)

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

Item	Manhours	
	Contractor Site	Government Site
Base	[REDACTED]	[REDACTED]
Option 1	[REDACTED]	[REDACTED]
Option 2	[REDACTED]	[REDACTED]
Option 3	[REDACTED]	[REDACTED]
Option 4	RESERVED	RESERVED
Option 5	[REDACTED]	[REDACTED]
Option 6	[REDACTED]	[REDACTED]

85% OF THE HOURS ARE EXPECTED TO BE PERFORMED AT CONTRACTOR'S FACILITY AND 15% OF THE HOURS AT NUWCDIVNPT.

The term of each CLIN 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 5% 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
- (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%.

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(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 2005)

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(s)	Exercise Date - No Later Than
1	1200/3200	12/30/2006
2	1300/3300	12/30/2007
3	1400/3400	12/30/2008
4	4100/6100	RESERVED
5	4200/6200	12/30/2009
6	4300/6300	12/30/2010

Corresponding ODCs/Travel CLINs 3000 and 6000 series will be exercised at the same time as labor CLINs.

B43S OPTIONS AND BASIC AWARD TERM (JAN 05)

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

B51S PAYMENT OF FIXED FEE - TERM (NOV 2005)

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

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

Imaging/Periscope System Engineering and Analysis Support

1.0 BACKGROUND

The Naval Undersea Warfare Center is the Technical Direction Agent (TDA) for the design and integration of the Navy's Imaging Systems for submarines. NAVSEA PMS 435 has tasked NUWC to provide technical support and coordinate with fleet operators to improve the design and implementation of submarine Imaging Systems. To execute this function, NUWC will attend meetings with the Concept of Operations Steering Group (COSG) for Imaging/ Periscope systems and address technical issues that result. NAVSEA PMS 435 has also tasked NUWC to provide technical support in the design, acquisition, and implementation of Imaging Systems for submarine platforms including Los Angeles, Seawolf, and Virginia Class SSNs and SSGNs

2.0 SCOPE

This statement of work (SOW) identifies the system engineering and analysis tasks that the contractor shall accomplish to support NUWC as TDA for the Imaging/Periscope Programs. This requirement falls within the scope of the Seaport basic contract at paragraph numbers 3.1, 3.5, 3.8, 3.18 and 3.20.

3.0 APPLICABLE DOCUMENTS

United States Government Printing Office Style Manual, March 1984

Navy Tactical Support Activity Style Guide, NTSA-ED-10-1, October 1990

Naval Warfare Publications 70-Series Style Guide, NWP 7X-X (Rev. B), Commander, Submarine Development Squadron TWELVE, 13 September 1990

NUWC Technical Publications Guide, NUWC NPT TD 10,399, 8 March 1994

4.0 REQUIREMENTS

The contractor shall accomplish the following tasks in support of Imaging/Periscope Programs as requested by the Imaging TDA. The Imaging TDA may make requests via e-mail, verbal requests, assignment of action items, technical instructions, etc.

4.1 Task 1 – Imaging/Periscope System Design Support

The contractor shall provide technical support in the design of the Photonics, BYG-1, and other Imaging/Periscope Programs (work on ISIS is not part of this tasking). This support shall include:

- a. Attend program review meetings as well as COSG meetings, as requested by the Imaging TDA, to be kept abreast of ongoing discussions and changes to system and fleet requirements. The contractor shall document Imaging/Periscope related action items and report results of meetings to the TDA.
- b. Review the system hardware and software design, as requested by the Imaging TDA, to ensure designs meet requirements provided in requirements specifications.

Attendance at program reviews and COSG meetings shall be documented per paragraph 4.8 of this SOW. Design reviews shall be documented in accordance with CDRL A001.

Performance Standard: Trip reports provide a thorough description of meetings and action items and are provided in a timely manner. System hardware and software design reviews are performed accurately and in a timely manner.

4.2 Task 2 – Imaging/Periscope System Operational Analysis

The contractor shall operationally analyze the Photonics, BYG-1 and other Imaging/Periscope programs as requested by the Imaging TDA. (work on ISIS is not part of this tasking). This support shall include:

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a. Make recommendations to define the concept of operations for the Imaging/Periscope system. This shall include addressing any operability issues associated with employment onboard a submarine.

b. Analyze the Human-Machine Interface (HMI) for the Imaging/Periscope system. The contractor shall incorporate fleet feedback from operation of the Imaging/Periscope system to provide a proposed set of improvements to the HMI design for Imaging/ Periscope systems.

The operational analysis documentation shall be delivered in accordance with CDRL A001.

Performance Standard: Analysis, evaluations, documentation and investigative reports and research follow applicable documents in Section 3 of this SOW, current DoD Policy and/or industry standards, reflect accurate program information, and are delivered in a timely manner.

4.3 Task 3 – Imaging/Periscope System Evaluation

The contractor shall technically evaluate the Photonics, BYG-1 and other Imaging/Periscope programs (work on ISIS is not part of this tasking). This support shall include:

a. Develop or update test plans and procedures to evaluate Government and Prime Contractor-owned Imaging/Periscope system, as requested by the Imaging TDA, to ensure the system supports the fleet’s operational requirements. The documentation shall be delivered in accordance with CDRL A002.

b. Collect data from tests and incorporate into a database which includes technical, design, and employment issues as requested by the Imaging TDA. The database shall be delivered in accordance with CDRL A003.

c. Review the results from the Imaging System tests that are completed during this task order to verify that results are documented for each test step and perform analysis where applicable to ensure results are within the acceptable parameters as defined in performance specifications as requested by the Imaging TDA. The analysis shall be conducted in accordance with CDRL A001.

d. Perform testing and analysis to support studies/development of Imaging/Periscope systems as requested by the Imaging TDA.. This analysis shall be documented in accordance with CDRL A001.

Performance Standard: Test Plans, database, analysis, evaluations, and research follow applicable documents in Section 3 of this SOW, current DoD Policy and/or industry standards, reflect accurate program information, and are delivered in a timely manner.

4.4 Task 4 - Employment Manual Development

The contractor shall develop employment manuals for new systems or modify existing manuals to document tactical guidance for use of the Imaging/Periscope system as requested by the Imaging TDA (work on ISIS is not part of this tasking). The Employment Manual or modifications to existing documentation shall be delivered in accordance with CDRL A004.

Performance Standard: Employment Manual and updates, evaluations, and research follow applicable documents in Section 3 of this SOW, current DoD Policy and/or industry standards, reflect accurate program information, accurately reflect the use and operation of the system as applicable to use by the fleet, and are delivered in a timely manner.

4.5 Task 5 – Technical Manual Development

The contractor shall develop, modify/ review technical manuals to document the physical, functional, and operational descriptions of the Imaging/Periscope System as well as associated maintenance procedures (work on ISIS is not part of this tasking). The technical documentation shall be delivered in accordance with CDRL A005.

Performance Standard: Technical Manuals follow applicable documents in Section 3 of this SOW, current DoD Policy and/or industry standards, reflect accurate program information, accurately reflect the system design and functionality, and are delivered in a timely manner.

4.6 Task 6 - Technical Administrative Support

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The contractor shall provide technical administrative support for the Imaging/Periscope Program as follows (work on ISIS is not part of this tasking):

- a. Attend technical meetings and produce minutes of these meetings as requested by the Imaging TDA. These minutes shall be delivered in accordance with CDRL A006.
- b. Provide briefing material as requested by the Imaging TDA in support of the Imaging/Periscope system engineering efforts for use both internal and external to NUWC. These briefings shall be delivered in accordance with CDRL A007.

Performance Standard: Meeting minutes provide a thorough description of meeting issues and action items. Briefing material reflects accurate program information. Meeting minutes and briefing materials are delivered in a timely manner.

4.7 Status Reports

The contractor shall deliver monthly cost and performance reports in accordance with the basic contract clause C16 COST AND PERFORMANCE REPORTING (May 2001).

4.8 Trip Reports

The contractor shall submit trip reports for all authorized travel under this delivery order in accordance with CDRL A008. The trip report shall summarize the travel itinerary, report results of meetings, and report any action items that were assigned.

5.0 PERFORMANCE

5.1 Place of Performance

The work specified herein shall be performed at the contractor's facilities; at the Naval Undersea Warfare Center, Newport Laboratory; and at other activities as scheduled and directed by the PI.

5.2 Travel

It is anticipated that a minimum of four (4) trips to Washington, DC, one (1) trip to Norfolk, VA, one (1) trip to AUTECH, one (1) trip to San Diego, and one (1) trip to Hawaii will be required in support of this tasking. Additional travel may be required to support the Imaging/Periscope Program.

5.3 Quality Surveillance and Performance Standards

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

Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness, and cost. Technical quality will be evaluated against the performance standards and goals defined in specific standards identified in task paragraphs and applicable documents listed in section 3 of this SOW. Responsiveness will be evaluated based on the government 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 on the contractor's ability to manage to the negotiated costs.

6.0 SECURITY

The level of clearance required to perform the tasks specified herein is up to and including SECRET.

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,

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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 NUWCDIVNPT Code 591 .

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

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

(2) Content.

(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.

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(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.

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 (OCT 2009)

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

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

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

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency

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(OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

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

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

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

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

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

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

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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-4126

ORDER NUMBER: NW05

REQUISITION NUMBER: N66604-5194-96N9

MARK FOR: Name: [REDACTED] Code: [REDACTED] Telephone No: [REDACTED]

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

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

Naval Undersea Warfare Center Division, Newport

Contract, Order, and ELIN Numbers

Report Title

Date of Report

Contractor Name (division which generated the report)

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

Contractor's Business Address

Task Order Dollar Amount

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

D24S PROHIBITED PACKING MATERIALS (JUN 2004)

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

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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

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

1100	7/6/2006 - 9/30/2006
1200	10/1/2006 - 9/18/2007
1300	9/19/2007 - 9/18/2008
1400	9/1/2008 - 8/31/2009
3100	7/6/2006 - 9/30/2006
3200	10/1/2006 - 9/18/2007
3300	9/19/2007 - 9/18/2008
3400	9/1/2008 - 8/31/2009
4200	12/3/2009 - 11/3/2010
4300	11/4/2010 - 7/5/2011
6200	12/3/2009 - 11/3/2010
6300	11/4/2010 - 7/5/2011

F1S PERIOD OF PERFORMANCE (JUN 2010)

* If option is exercised. NOTE: The option periods of performance are estimated and projected for planning purposes. However, if the option is not exercised prior to the beginning of the option's projected performance period as outlined in the schedule, upon receipt of funds, the contracting officer will modify the schedule. The option's performance timeframe shall be adjusted to correlate to the timeframe commensurate with the exercise of the option for a period not to exceed 12 months. The overall Period of Performance of this task order shall not exceed five (5) yrs from the effective date of the task order.

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

Line Item	Period of Performance
1100/3100	7/6/06-9/30/06
1200/3200	10/1/06-9/18/07
1300/3300	9/19/07-8/31/08
1400/3400	9/1/08-8/31/09
4100/6100	RESERVED
4200/6200	12/3/09-11/3/10
4300/6300	11/4/10-7/5/11

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

Naval Station Newport, Bldg. 47

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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 (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 – SEP 2009) (NOV 2009)

(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 contract. 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 contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

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

(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 :

X	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)Contractors MUST attach a completed SF-1035 in WAWF
Applies to CLINs/SLINS: ALL CLINS	
Issue DODAAC	N66604

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Admin DODAAC	S0701A
Pay Office DODAAC	HQ0337
DCAA Auditor	HAA661
Service Approver DODAAC	N66604

ATTN CONTRACTORS:

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

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

A1: 97X4930.NH6A 000 77777 0 066604 2F 000000 111111111111

AA: 97X4930.NH6A 000 77777 0 066604 2F 000000 222222222222

A1: 1781811.H230 310 TTTTTT 0 068342 2D 000000 333333333333

AA: 1781811.H230 310 TTTTTT 0 068342 2D 000000 444444444444

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

252.211-7003 (or I11-7003) is included in this contract or order, you MUST ensure you submit the required information into WAWF. For additional information and training on UID, go to: <http://www.acq.osd.mil/dpap/pdi/uid/index.html> .

(4) Shipping Charges:

a) If there IS NO LPO DODAAC for your payment type, and your shipping charges exceed \$100.00 for any item(s) in your contract/order, you MUST input the shipping charges into the Miscellaneous Amounts Tab in WAWF. Also, you MUST upload, as an attachment, documentation supporting the shipping charges.

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(b) Authority: The Task Order Ordering Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Task Order Ordering Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Task Order Ordering Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

(c) The Task Order Ordering Officer is:

Name: [REDACTED]

Telephone: Commercial: [REDACTED]; DSN: [REDACTED]

Fax: Commercial: [REDACTED]; DSN: [REDACTED]

Email: [REDACTED]

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

Name: [REDACTED]

Commercial Phone: [REDACTED]; DSN: [REDACTED]

Commercial Fax: [REDACTED] DSN: [REDACTED]

Email: [REDACTED]

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(OCT 2004)

(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), (40), (44), (45), (46), and (47).

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(2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the Task Order Ordering Officer address (Attn: Code 593 -- CLOSEOUT)

(3) 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 (AUG 2005)

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

Name: [REDACTED]

Title: Senior Technical Representative

Analyst Operations II

Mailing Address: [REDACTED]

[REDACTED]

E-mail Address: [REDACTED]

Telephone: FAX: [REDACTED]

G17S COR APPOINTMENT (MAR 2010)

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

Name: [REDACTED]

Code: [REDACTED]

Mailing Address: [REDACTED]

[REDACTED]

Telephone: Commercial: [REDACTED]; DSN [REDACTED]

Email: [REDACTED]

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

(c) Only the COR 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, or basic contract PCO has issued a formal modification.

Accounting Data

SLINID	PR Number	Amount
110001	N66604-6003-6778	[REDACTED]
LLA :		

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A1 97X4930.NH6A 000 77777 0 066604 2F 000000 34220D558016
Standard Number: 0042195

310001 N66604-6003-6779 [REDACTED]
LLA :
A1 97X4930.NH6A 000 77777 0 066604 2F 000000 34220D558016
Standard Number: 0042195

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 01

310001 N66604-6003-6779 [REDACTED]
LLA :
A1 97X4930.NH6A 000 77777 0 066604 2F 000000 34220D558016
Standard Number: 0042195

MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 03

120001 N66604-6263-8308 [REDACTED]
LLA :
A2 97X4930.NH6A 000 77777 0 066604 2F 000000 34220H575806
Standard Number: 0042195

MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 04

120002 N66604-6324-9184 [REDACTED]
LLA :
A3 97X4930.NH6A 000 77777 0 066604 2F 000000 34220D558107
Standard Number: 0042195

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05

320001 N66604-6339-1633 [REDACTED]
LLA :
A3 97X4930.NH6A 000 77777 0 066604 2F 000000 34220D558107
Standard Number: 0042195

MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 06

120003 N66604-6361-5227 [REDACTED]
LLA :
A4 97X4930.NH6A 000 77777 0 066604 2F 000000 34140J575807
Standard Number: 0042195

MOD 06 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 07

120004 N66604-7018-8159 [REDACTED]
LLA :
A5 97X4930.NH6A 000 77777 0 066604 2F 000000 34220T558707

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Standard Number: 0042195

120005 N66604-7029-0174 [REDACTED]
 LLA :
 A6 97X4930.NH6A 000 77777 0 066604 2F 000000 34220D558127
 Standard Number: 0042195

320002 N66604-7029-0157 [REDACTED]
 LLA :
 A6 97X4930.NH6A 000 77777 0 066604 2F 000000 34220D558127
 Standard Number: 0042195

MOD 07 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 08

120006 N666604-7059-7184 [REDACTED]
 LLA :
 A7 97X4930.NH6A 000 77777 0 066604 2F 000000 34140A575817
 Standard Number: 0042195

MOD 08 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 09

120007 N66604-7122-8708 [REDACTED]
 LLA :
 A8 97X4930.NH6A 000 77777 0 066604 2F 000000 34220G558137
 Standard Number: 0042195

MOD 09 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 10

320003 N66604-7135-1935 [REDACTED]
 LLA :
 A5 97X4930.NH6A 000 77777 0 066604 2F 000000 34220T558707
 Standard Number: 0042195

MOD 10 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 11

120004 N66604-7142-3978 [REDACTED]
 LLA :
 A5 97X4930.NH6A 000 77777 0 066604 2F 000000 34220T558707
 Standard Number: 0042195

MOD 11 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 12

120008 N66604-7184-5780 [REDACTED]
 LLA :
 A9 97X4930.NH6A 000 77777 0 066604 2F 000000 34220A521117
 Standard Number: 0042195

MOD 12 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 13

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120007 N66604-7227-7122 [REDACTED]
LLA :
A8 97X4930.NH6A 000 77777 0 066604 2F 000000 34220G558137
Standard Number: 0042195

MOD 13 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 14

120004 N66604-7221-2936 [REDACTED]
LLA :
A5 97X4930.NH6A 000 77777 0 066604 2F 000000 34220T558707
Standard Number: 0042195

MOD 14 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 15

130001 N66604-7241-1465-2007 [REDACTED]
LLA :
B1 1771319.H5YT 253 SASUB 0 068342 2D 007440 F19500000010
Standard Number: 0042195
Reference: RCP # N0002407WX11630, ACRN AA, (I558147)

330001 N66604-7241-1476 [REDACTED]
LLA :
B1 1771319.H5YT 253 SASUB 0 068342 2D 007440 F19500000010
Standard Number: 0042195
Reference: RCP # N0002407WX11630, ACRN AA, (I558147)

MOD 15 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 16

130002 N66604-7290-6213 [REDACTED]
LLA :
B2 97X4930.NH6A 000 77777 0 066604 2F 000000 34220T558018
Standard Number: 0042195

330002 N66604-7290-6205 [REDACTED]
LLA :
B2 97X4930.NH6A 000 77777 0 066604 2F 000000 34220T558018
Standard Number: 0042195

MOD 16 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 17

130003 N66604-7324-1051 [REDACTED]
LLA :
B3 97X4930.NH6A 000 77777 0 066604 2F 000000 34220T558108
Standard Number: 0042195

330003 N66604-7324-1056 [REDACTED]
LLA :
B3 97X4930.NH6A 000 77777 0 066604 2F 000000 34220T558108
Standard Number: 0042195

MOD 17 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 18

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130004 N66604-7332-1641 [REDACTED]
 LLA :
 B4 1781319.H5YT 253 SASUB 0 068342 2D 007440 F19500000010
 Standard Number: 0042195
 Reference: RCP# N0002408WX11078, ACRN AA (I558018)

330004 N66604-7332-1643 [REDACTED]
 LLA :
 B4 1781319.H5YT 253 SASUB 0 068342 2D 007440 F19500000010
 Standard Number: 0042195
 Reference: RCP# N0002408WX11078, ACRN AA (I558018)

MOD 18 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 19

130005 N66604-7345-3501 [REDACTED]
 LLA :
 B5 97X4930.NH6A 000 77777 0 066604 2F 000000 34220T558008
 Standard Number: 0042195

130006 N66604-7345-3503 [REDACTED]
 LLA :
 B6 97X4930.NH6A 000 77777 0 066604 2F 000000 34220T558098
 Standard Number: 0042195

MOD 19 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 20

130007 N66604-8017-7725 [REDACTED]
 LLA :
 B7 97X4930.NH6A 000 77777 0 066604 2F 000000 34220T558318
 Standard Number: 0042195

MOD 20 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 21

120008 N66604-7184-5780 [REDACTED]
 LLA :
 A9 97X4930.NH6A 000 77777 0 066604 2F 000000 34220A521117
 Standard Number: 0042195

130008 N66604-8080-7234 [REDACTED]
 LLA :
 B4 1781319.H5YT 253 SASUB 0 068342 2D 007440 F19500000010
 Standard Number: 0042195
 Reference: RCP#N0002408WX11078, ACRN AA, I558018)

130009 N66604-8078-6788 [REDACTED]
 LLA :
 B8 1781319.H5YT 253 SASUB 0 068342 2D 007440 F19500000010
 Standard Number: 0042195
 Reference: RCP# N0002408WX11078, ACRN AA, (I558128)

330005 N66604-8078-6792 [REDACTED]
 LLA :
 B8 1781319.H5YT 253 SASUB 0 068342 2D 007440 F19500000010
 Standard Number: 0042195
 Reference: RCP# N0002408WX11078, ACRN AA, (I558128)

MOD 21 Funding [REDACTED]
 Cumulative Funding [REDACTED]

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MOD 22

130010 N66604-8101-0275 [REDACTED]
 LLA :
 B9 97X4930.NH6A 000 77777 0 066604 2F 000000 34220C558208
 Standard Number: 0042195

330006 N66604-8101-0316 [REDACTED]
 LLA :
 B9 97X4930.NH6A 000 77777 0 066604 2F 000000 34220C558208
 Standard Number: 0042195

MOD 22 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 23

130011 N66604-8196-8770 [REDACTED]
 LLA :
 C1 1781319.H4RK 253 SASUB 0 068342 2D 007440 F07700000010
 Standard Number: 0042195
 Reference: RCP#N0002408WX11061, ACRN AA, (I558208)

130012 N66604-8196-8779 [REDACTED]
 LLA :
 B9 97X4930.NH6A 000 77777 0 066604 2F 000000 34220C558208
 Standard Number: 0042195

130013 N66604-8196-8781 [REDACTED]
 LLA :
 B8 1781319.H5YT 253 SASUB 0 068342 2D 007440 F19500000010
 Standard Number: 0042195
 Reference: RCP#N0002408WX11078, ACRN AA, (I558128)

330007 N66604-8196-8787 [REDACTED]
 LLA :
 B8 1781319.H5YT 253 SASUB 0 068342 2D 007440 F19500000010
 Standard Number: 0042195
 Reference: RCP#N0002408WX11078, ACRN AA, (I558128)

MOD 23 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 24

140001 N66604-8203-9851 [REDACTED]
 LLA :
 B8 1781319.H5YT 253 SASUB 0 068342 2D 007440 F19500000010
 Standard Number: 0042195
 Reference: RCP# N0002408WX11078, ACRN AA (I558128)

140002 N66604-8206-0585 [REDACTED]
 LLA :
 C2 1781319.H5YT 253 SASUB 0 068342 2D 007440 F19500000010
 Standard Number: 0042195
 Reference: RCP# N0002408WX11078, ACRN AA (I558098)

340001 N66604-8203-9855 [REDACTED]
 LLA :
 B8 1781319.H5YT 253 SASUB 0 068342 2D 007440 F19500000010
 Standard Number: 0042195
 Reference: RCP# N0002408WX11078, ACRN AA (I558128)

MOD 24 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 25

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140003 N66604-8263-3521-2008 [REDACTED]
 LLA :
 C3 97X4930.NH6A 000 77777 0 066604 2F 000000 34220C558938
 Standard Number: 0042195

140004 N66604-8263-3528-2008 [REDACTED]
 LLA :
 C1 1781319.H4RK 253 SASUB 0 068342 2D 007440 F07700000010
 Standard Number: 0042195
 Reference: RCP# N0002408WX11061, ACRN AA (I558208)

140005 N66604-8263-3531-2008 [REDACTED]
 LLA :
 C4 1781319.H4RK 253 SASUB 0 068342 2D 007440 F07700000010
 Standard Number: 0042195
 Reference: RCP# N0002408WX11061, ACRN AA (I558408)

340002 N66604-8263-3538-2008 [REDACTED]
 LLA :
 C4 1781319.H4RK 253 SASUB 0 068342 2D 007440 F07700000010
 Standard Number: 0042195
 Reference: RCP# N0002408WX11061, ACRN AA (I558408)

MOD 25 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 26

140006 N66604-8275-8245 [REDACTED]
 LLA :
 C5 1781319.W2DE 000 RA349 0 068342 2D 000000 033300000120
 Standard Number: 0042195
 Reference: RCP# N0001408WX21579, ACRN AA (I528819)

MOD 26 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 27

140007 N66604-8324-4781 [REDACTED]
 LLA :
 C6 97X4930.NH6A 000 77777 0 066604 2F 000000 34220X558179
 Standard Number: 0042195

340003 N66604-8324-4787 [REDACTED]
 LLA :
 C6 97X4930.NH6A 000 77777 0 066604 2F 000000 34220X558179
 Standard Number: 0042195

MOD 27 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 28

140008 N66604-8336-6991 [REDACTED]
 LLA :
 C7 97X4930.NH6A 000 77777 0 066604 2F 000000 34220X558239
 Standard Number: 0042195

340004 N66604-8336-6994 [REDACTED]
 LLA :
 C7 97X4930.NH6A 000 77777 0 066604 2F 000000 34220X558239
 Standard Number: 0042195

MOD 28 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 29

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140009 N66604-9008-2967 [REDACTED]
 LLA :
 C9 1791319.H4RK 253 SASUB 0 068342 2D 007440 F07700000010
 Standard Number: 0042195
 Reference: RCP# N0002409WX10943, ACRN AA (I558209)

140010 N666049014-3777 [REDACTED]
 LLA :
 D1 1791319.H5YT 253 SASUB 0 068342 2D 007440 F19500000010
 Standard Number: 0042195
 Reference: RCP# N0002409WX10906, ACRN AA (I558019)

140011 N66604-9014-3785 [REDACTED]
 LLA :
 D2 97X4930.NH6A 000 77777 0 066604 2F 000000 34220D558319
 Standard Number: 0042195

340005 N66604-9008-2950 [REDACTED]
 LLA :
 C8 97X4930.NH6A 000 77777 0 066604 2F 000000 34220C558209
 Standard Number: 0042195

340006 N66604-9008-2965 [REDACTED]
 LLA :
 C9 1791319.H4RK 253 SASUB 0 068342 2D 007440 F07700000010
 Standard Number: 0042195
 Reference: RCP# N0002409WX10943, ACRN AA (I558209)

MOD 29 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 30

140012 N66604-9028-6628 [REDACTED]
 LLA :
 C8 97X4930.NH6A 000 77777 0 066604 2F 000000 34220C558209
 Standard Number: 0042195

340007 N66604-9028-6632 [REDACTED]
 LLA :
 C8 97X4930.NH6A 000 77777 0 066604 2F 000000 34220C558209
 Standard Number: 0042195

MOD 30 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 31

340008 N66604-9076-6240 [REDACTED]
 LLA :
 C8 97X4930.NH6A 000 77777 0 066604 2F 000000 34220C558209
 Standard Number: 0042195

MOD 31 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 32 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 33

420001 N66604-9302-3240 [REDACTED]
 LLA :
 D3 1701319.W7KY 000 RAG1G 0 068342 2D 000000 03126000RT20
 Standard Number: 0042195
 Reference: RCP# N0001410WX40048, ACRN AA (I528870)

620001 N66604-9327-6213 [REDACTED]

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LLA :
D4 97X4930.NH6A 000 77777 0 066604 2F 000000 34220D558000
Standard Number: 0042195

MOD 33 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 34

420002 N66604-9336-7176 [REDACTED]
LLA :
D3 1701319.W7KY 000 RAG1G 0 068342 2D 000000 03126000RT20
Standard Number: 0042195
Reference: RCP# N0001410WX40048, ACRN AA (I528870)

620002 N66604-9336-7177 [REDACTED]
LLA :
D3 1701319.W7KY 000 RAG1G 0 068342 2D 000000 03126000RT20
Standard Number: 0042195
Reference: RCP# N0001410WX40048, ACRN AA (I528870)

MOD 34 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 35

420003 N66604-9350-9666 [REDACTED]
LLA :
D3 1701319.W7KY 000 RAG1G 0 068342 2D 000000 03126000RT20
Standard Number: 0042195
I528870 N0001410WX40048 AA

420004 N66604-9350-9669 [REDACTED]
LLA :
D5 97X4930.NH6A 000 77777 0 066604 2F 000000 34220A528870
Standard Number: 0042195

MOD 35 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 36

420005 N66604-0021-3947 [REDACTED]
LLA :
D6 97X4930.NH6A 000 77777 0 066604 2F 000000 34220T558400
Standard Number: 0042195

MOD 36 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 37

420006 N66604-0041-6894 [REDACTED]
LLA :
D7 1701319.H544 253 SASUB 0 068342 2D 007440 F02530000010
Standard Number: 0042195
Reference: RCP# N0002410WX10733
ACRN: AA JON: I558600

MOD 37 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 38

420007 N66604-0054-8847 [REDACTED]

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LLA :
D8 97X4930.NH6A 000 77777 0 066604 2F 000000 34220C558420
Standard Number: 0042195

MOD 38 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 39

430001 N66604-0295-7211 [REDACTED]
LLA :
D9 1701319.N726 000 00015 068892 2D X30020 000150MPG3RQ
Standard Number: 0042195
Reference: RCP# N0001510WX30020, ACRN AA (I530141)

630001 N66604-0298-7280 [REDACTED]
LLA :
D9 1701319.N726 000 00015 068892 2D X30020 000150MPG3RQ
Standard Number: 0042195
Reference: RCP# N0001510WX30020, ACRN AA (I530141)

MOD 39 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 40

110001 N66604-6003-6778 [REDACTED]
LLA :
A1 97X4930.NH6A 000 77777 0 066604 2F 000000 34220D558016
Standard Number: 0042195

310001 N66604-6003-6779 [REDACTED]
LLA :
A1 97X4930.NH6A 000 77777 0 066604 2F 000000 34220D558016
Standard Number: 0042195

MOD 40 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 41

120004 N66604-7221-2936 [REDACTED]
LLA :
A5 97X4930.NH6A 000 77777 0 066604 2F 000000 34220T558707
Standard Number: 0042195

320003 N66604-7135-1935 [REDACTED]
LLA :
A5 97X4930.NH6A 000 77777 0 066604 2F 000000 34220T558707
Standard Number: 0042195

MOD 41 Funding [REDACTED]
Cumulative Funding [REDACTED]

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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 contract 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 contract and extends for a period of one year after the term of this contract.

(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 contract, unless so directed by the Contracting Officer. The Contractor also agrees that it shall promptly notify the Contracting 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 contract 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 DIVNPT to participate in an IPT related to any system, subsystem or component which is the subject of work under this contract, the contractor may participate without the need for any notification to the Contracting 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 contract, the contractor may participate without advance approval but shall notify the Contracting 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 contract, the contractor shall not begin work on the IPT task without obtaining authorization from the Contracting Officer of this contract. The contractor shall notify the Contracting Officer of this contract 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 contract. Within 15 days of receiving the notification, the Contracting 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 contract 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 contract for default and/or resort to such other rights and remedies as provided for under this contract 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 contracting officer.

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

H14S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-4

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(a) In accordance with FAR 9.505-4, whereas the statement of work for this contract 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 Contracting 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 contract 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 contract, provide a written certification to the Contracting Officer that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause.

(d) Any subcontractor which performs any work relative to this contract 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 Contracting 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 contract for default and/or resort to such other rights and remedies as provided for under this contract 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 contract.

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.

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

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

H31S INCREMENTAL FUNDING - ADDITIONAL FUNDS (JAN 2008)

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:

H52S PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT

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

H61S GOVERNMENT FURNISHED PROPERTY (GFP) (SEP 2001)

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

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in Attachment 6, 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: .

(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 contract award.

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

(c) All Government Property furnished under this contract shall be returned to NUWCDIVNPT at the completion of the contract unless otherwise specified. The Contractor shall immediately advise the Contracting 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 (MAR 2005)

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

WAGE DETERMINATION # REVISION AREA

Wage Determination: 05-2467 (Rev.-9) Area: RI Statewide

Wage Determination: 05-3023 (Rev.-11) Area: CT, New London County

(b) 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):

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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 a SCA wage determination that ends in an even number?
Example: 1994-2104; or 1994-2114.

"No"

(c) 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)

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

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

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

52.222-41 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

52.222-41 Service Contract Act (1965)

52.222-41 Service Contract Act (1965)

52.222-41 Service Contract Act (1965)

52.222-54 Employment Eligibility Verification (Jan 2009)

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

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

(1) Means any item of supply that is—

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

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

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

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

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count and, therefore, ceases to be bulk cargo.

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

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

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

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

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

(b) *Enrollment and verification requirements.*

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

- (i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

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(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

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

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

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

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

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

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

(1) *Is for—*

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

(ii) Construction;

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

(3) Includes work performed in the United States.

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

(a) *Definitions.*

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

(b) The Contractor-

(1) Agrees not to-

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

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

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

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

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

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SECTION J LIST OF ATTACHMENTS

Contract Data Requirement List (CDRL)

DD254, Contract Security Specification Classification

Task Order Administration Plan

Government Property Made Available