

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 57	3. EFFECTIVE DATE 23-Sep-2010	4. REQUISITION/PURCHASE REQ. NO. N66604-9212-9660-992		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, Inc. 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-N402
		10B. DATED (SEE ITEM 13) 17-Aug-2005
CAGE CODE 1L297	FACILITY CODE 077317766	

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.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Bilateral: FAR 43.103(a), Admin & FAR 52.232-22, Limitation of Funds (APR 1984)

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]	23-Sep-2010	[REDACTED]	23-Sep-2010
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

Distribution: KR, 0221, DFAS-HQ0338, [REDACTED]
[REDACTED]

FSC: R414

Modification #: 57

NUWCDIVNPT Control #: 105461

NUWCDIVNPT Requisition #(s): N66604-9212-9660-992

NUWCDIVNPT POC: [REDACTED]

The purpose of this modification is to:

1. Correct errors on Modification 56 dated 6/22/2010.
2. Decrease funds from SLIN 420010
3. Clause H31S is revised to reflect the decrease in funds.

Modification 56 dated 6/22/2010 is corrected as follows:

1. **General Information (page 2 of 2):** Section H is corrected to read: Change clause H31S to reflect the increase of funds [REDACTED].
2. **Clause H31S (page 33 of 37):** is corrected to read: The total funding obligated for performance is therefore increased [REDACTED].

Current modification information:

SECTION B - [REDACTED].

SECTION G - Revise Accounting and Appropriation Data to reflect decrease in funds. LLA (C2/420010) is decreased [REDACTED].

SECTION H - Change Clause H31S to reflect a decrease in [REDACTED].

All other task order terms and conditions remain unchanged.

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 1 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

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

0001	Technical and Analytical Services to support Submarine Exercise Services for COMSUBLANT and COMSUBPAC					\$1,830,034.00
0001AA	Base Year Services (O&MN,N)	1.0	Lot	██████████	██████████	██████████
0001AB	Funding for SLIN 0001AA (O&MN,N)	1.0	Lot	██████████	██████████	██████████
0001AC	FUNDING FOR SLIN 0001AA (O&MN,N)	1.0	Lot	██████████	██████████	██████████
0001BA	Option Year One Services (O&MN,N)	1.0	Lot	██████████	██████████	██████████
0001BB	Funding for SLIN 0001BA (O&MN,N)	1.0	Lot	██████████	██████████	██████████
0001BC	Funding for SLIN 0001BA (O&MN,N)	1.0	Lot	██████████	██████████	██████████
0001BD	Funding for SLIN 0001BA (O&MN,N)	1.0	Lot	██████████	██████████	██████████
0001BE	Funding for SLIN 0001BA (O&MN,N)	1.0	Lot	██████████	██████████	██████████
0001BF	Funding for SLIN 0001BA (O&MN,N)	1.0	Lot	██████████	██████████	██████████
0001BG	Funding for SLIN 0001BA (O&MN,N)	1.0	Lot	██████████	██████████	██████████
0001BH	Funding for SLIN 0001BA (O&MN,N)	1.0	Lot	██████████	██████████	██████████
0001BJ	Funding for SLIN 0001BA (O&MN,N)	1.0	Lot	██████████	██████████	██████████
0001BK	Funding for SLIN 0001BA (O&MN,N)	1.0	Lot	██████████	██████████	██████████
0001BL	Funding for SLIN 0001BA (O&MN,N)	1.0	Lot	██████████	██████████	██████████
1000	Technical and Analytical Services to support Submarine Exercise Services					

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 2 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

for COMSUBLANT
and COMSUBPAC

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1300	Option 2 (O&MN,N)					\$2,007,467.00
130001	Funding ACRN A3 (O&MN,N)					
130002	Funding ACRN A6 (O&MN,N)					
130003	Funding ACRN A7 (O&MN,N)					
130004	Funding ACRN A8 (O&MN,N)					
1400	Option 3 (O&MN,N)					\$2,160,426.00
140001	Funding ACRN A9 (O&MN,N)					
140002	Funding ACRN A6 (O&MN,N)					
140003	Funding ACRN B1 (O&MN,N)					
140004	ACRN B2 [REDACTED] (O&MN,N)					
140005	ACRN B3 [REDACTED] (O&MN,N)					
140006	ACRN B3 [REDACTED] (O&MN,N)					
140007	ACRN B3 [REDACTED] (O&MN,N)					
1500	Option 4 (O&MN,N)					\$2,311,872.00
150001	B4 [REDACTED] (O&MN,N)					
150002	B5 [REDACTED] (O&MN,N)					
150003	B6 [REDACTED] (O&MN,N)					
150004	B7 [REDACTED] (O&MN,N)					
150005	B7 [REDACTED] (O&MN,N)					
150006	B8 [REDACTED] (O&MN,N)					

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 3 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

150007 B7 [REDACTED]
(O&MN,N)

150008 B7 [REDACTED]
(O&MN,N)

For ODC Items:

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

3000 Prime and subcontractor travel and material (with burdens, no fee)

[REDACTED]

3300 Option 2 (O&MN,N) 1.0 Lot \$43,000.00

330001 Funding ACRN A5 (O&MN,N)

330002 Funding ACRN A8 (O&MN,N)

3400 Option 3 (O&MN,N) 1.0 Lot \$74,000.00

340001 ACRN A9 (O&MN,N)

340002 ACRN B3 [REDACTED] (O&MN,N)

340003 ACRN B3 [REDACTED] (O&MN,N)

3500 Option 4 (O&MN,N) 1.0 Lot \$63,128.00

350001 B4 [REDACTED] (O&MN,N)

350002 B7 [REDACTED] (O&MN,N)

350003 B7 [REDACTED] (O&MN,N)

350004 B8 [REDACTED] (O&MN,N)

350005 B7 [REDACTED] (O&MN,N)

For Cost Type Items:

4000 Technical and Analytical Services to support Submarine Exercise Services for COMSUBLANT and COMSUBPAC

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 4 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4200	Option 6 (O&MN,N)					\$2,219,855.00
420001	C4 [REDACTED] (O&MN,N)					
420002	B9 [REDACTED] (O&MN,N)					
420003	C1 [REDACTED] (O&MN,N)					
420004	C2 [REDACTED] (O&MN,N)					
420005	C3 [REDACTED] (O&MN,N)					
420006	C2 [REDACTED] (O&MN,N)					
420007	C2 [REDACTED] (O&MN,N)					
420008	C5 [REDACTED] (O&MN,N)					
420009	C2 [REDACTED] (O&MN,N)					
420010	C2 [REDACTED] [REDACTED] for [REDACTED] in Mod 57) (O&MN,N)					
420011	C5 [REDACTED] (O&MN,N)					

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6200	Option 6 (O&MN,N)	1.0	Lot	\$220,419.00
620001	C4 [REDACTED] (O&MN,N)			
620002	B9 [REDACTED] (O&MN,N)			
620003	C3 [REDACTED] (O&MN,N)			
620004	C2 [REDACTED] (O&MN,N)			
620005	C2 [REDACTED]			

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 5 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

(O&MN , N)

B30S LEVEL OF EFFORT - TERM (MAR 2005)

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

CLIN	HOURS
0001AA, BASE PERIOD	██████
0001BA, OPTION 1	██████
1300, OPTION 2	██████
1400, OPTION 3	██████
1500, OPTION 4	██████
4200, OPTION 6	██████

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

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 6 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

(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/CLIN	EXERCISE DATE ON OR BEFORE
OPTION 1, 0001BA	12/30/2005
OPTION 2, 1300/3300	12/30/2006
OPTION 3, 1400/3400	12/30/2007
OPTION 4, 1500/3500	12/30/2008
OPTION 6, 4200/6200	10/30/2009

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 AND COMPLETION (SEP 2004)(Applies to SLINs under 0001)

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

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

(c) Completion Orders: The Contractor is entitled to the full fixed fee amount upon the acceptable completion of the order.

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

(e) Withholding. As provided in the clause entitled, Fixed Fee (FAR 52.216-8), the Task Order Ordering Officer hereby withholds 15% of all fixed fee payable under the task order up to the stated maximum of \$100,000. Invoices submitted under the task order shall indicate fixed fee withheld.

B51SA PAYMENT OF FIXED FEE - TERM (NOV 2005)(Applies to CLINs 1300/3300, 1400/3400, 1500/3500, 4100/6100 and 4200/6200)

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

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

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 7 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 BACKGROUND:

Commander, Submarine Force, U.S. Atlantic Fleet (COMSUBLANT) and Commander, Submarine Force, U.S. Pacific Fleet (COMSUBPAC) require technical and analytical support for the assessment and improvement of the tactical warfare readiness of the Submarine Force in the area of submarine warfare. Commander, Submarine Development Squadron TWELVE (COMSUBDEVRON TWELVE) in Groton, CT is their principal agent for this work.

2.0 SCOPE:

The contractor shall provide support for tactical development exercises and the analysis of data obtained from these exercises in the pursuit of the following objectives:

- Conduct analyses to identify deficiencies in submarine warfare planning, tactics, and tactical systems.
- Provide conceptual and detailed technical and analytical reports to improve the conduct of submarine naval warfare.
- Devise, conduct, and analyze at-sea, shore-based, and computer-based tests to evaluate submarine tactical documentation, procedures, and tactical decision aids.
- Review tactical, technical, and procedural documentation and provide recommended improvements.
- Evaluate and monitor the effectiveness of submarine tactical documentation as demonstrated during exercises.
- Update, revise, and/or develop new Naval Warfare Publications (NWPs) and Allied Publications (APs) as appropriate.

3.0 TASKING

The contractor shall provide technical and analytical support to COMSUBLANT, and COMSUBPAC. These exercises may be planned for conduct in the open oceans throughout the world, in shallow water littoral areas, or on instrumented underwater tracking ranges operated by the U. S. or its allies. These exercises may be included in other fleet training or tactical development exercises. These exercises involve Undersea Warfare against quiet modern submarines and third world conventional submarines in tactically significant regions of the world; tactical employment of COTS-based upgrades; minimizing non-acoustic vulnerability; slow speed TMA investigations; analysis of active/passive multi-path reverberations and reflections; coordinated operations; SSN vulnerabilities and operations in shallow water; and avoidance and evasion issues for the SSN while operating independently and in coordination with other US and allied Navy assets. The tasks directly support COMSUBLANT's and COMSUBPAC's missions in improving the conduct of Submarine Force with respect to Submarine Warfare.

3.1 The contractor shall coordinate with the Project Contributing Command (PCC) and develop a Plan of Action and Milestones (POA&M) document, along with a baseline milestone/Gantt chart. The POA&M shall identify specific exercises to be supported along with other major events. Milestones shall be established for the required major events/deliverables. The POA&M and subsequent milestone/Gantt charts shall be updated as necessary against the baseline. (CDRL A001)

3.2 REVIEW AND PREPARATION OF DOCUMENTATION. The contractor shall review and/or prepare documentation pertinent to the exercise, operation, test, or employment of new or existing submarine tactics, command and control, sensors, weapons or information systems. The following types of documentation shall be included as applicable: test plan, data collection plan, operation order (OPORD), equipment operating guide or guideline, procedure, technical report, analysis, assessment, study, revision, change, urgent change, or new Naval Warfare Publication (NWP), Test Pub, Tactical Memorandum (TACMEMO), advisory, and computer program (software). (CDRLs A002, A003, A004, A005, A006, A007, A008, A009, A010, A011, A012, A013, A014, A015, A016,

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 8 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

A017, A020, A021 and A022)

3.3 DATA COLLECTION, ANALYSIS AND REPORTING. The contractor shall review existing or collected and processed/unprocessed data for reconstruction and/or analysis validity. Where required, the contractor shall develop a detailed test plan and/or data collection plan for general or specific exercise requirements onboard submarines, surface ships, aircraft or on instrumented ranges. When required, the contractor shall collect, tabulate, and correlate necessary data for analysis or study.

3.3.1 The contractor shall plan and assist in the conduct of approximately seven major and five minor tactical development exercises per year. These exercises may be planned for conduct in the open ocean throughout the world, in shallow water littoral areas or on instrumented underwater tracking ranges operated by the U.S. or allies. These exercises may last up to approximately ten days. These exercises may be included in other fleet training or tactical development exercises.

3.3.2 The basic tactical objectives of each exercise shall be identified by COMSUBDEVRON TWELVE Project Officer. The contractor shall formulate candidate tactics, tactical decision aids, and proposed system operating guidelines to be tested in each exercise. The contractor shall provide an exercise concept brief to the Project Officer at COMSUBDEVRON TWELVE at least two months prior to each exercise. This brief shall describe the intended specific objectives and general conduct of the exercise. (CDRL A002)

3.3.3 The contractor shall draft appropriate Operation Orders (OPORDs) to safely and efficiently conduct the exercises. For the purposes of this task, an exercise data collection plan is considered to be a part of the OPORD. The contractor shall follow current, generally accepted standards for format and content of Naval OPORDs. The contractor shall deliver the draft OPORD to the government not later than one month prior to the scheduled start of the exercise. A test plan may be substituted in cases where the exercise is conducted under the operational control of another fleet command or allied Navy. (CDRL A003)

3.3.4 The contractor shall formulate and draft a plan for the reconstruction and analysis of each exercise, following generally accepted standards of operations analysis. This plan shall include a schedule for completion of the reconstruction and analysis, the measures of effectiveness to be used in the analysis, and a description of the analytical techniques to be used. This plan shall be presented together with a verbal and pictorial briefing for the government not later than two weeks prior to the start of the exercise. (CDRL A004)

3.3.5 The contractor shall produce an exercise pre-sail brief for the Project Contributing Command (PCC) and the participants in each exercise, using both written and graphic briefing materials. This briefing shall include exercise objectives, the OPORD, the data collection requirements, and other information necessary for the safe and efficient conduct of the exercise. The contractor shall normally accompany the COMSUBDEVRON TWELVE Project Officer to the pre-sail briefing site(s) to assist in the presentation of the briefing to the participants. These briefings are normally conducted within two weeks of the start of the exercise, but depend heavily on the operational schedules of the participants. (CDRL A005)

3.3.6 The contractor shall assist in the exercise conduct and data collection by providing analysts to embark on exercises and by monitoring the exercise from the appropriate naval headquarters. The contractor shall provide at least one ship rider for each exercise to assist in the data collection and exercise coordination.

3.3.7 The contractor shall collect, sort, and evaluate the exercise data. The contractor shall assess the quality of the data package, prepare short exercise impression reports, and brief the government as to its suitability to support exercise analysis objectives. This briefing shall occur within one week of receiving all data at COMSUBDEVRON TWELVE headquarters. A preliminary briefing may be required if inordinate delays are encountered in assembling a 100% complete package. (CDRL A006)

3.3.8 The contractor shall analyze each tactical development exercise and produce appropriate exercise reports. COMSUBDEVRON TWELVE will provide a computer-aided reconstruction facility for ship track reconstruction. The contractor shall familiarize himself with the operation of this facility and support the track reconstruction efforts. The contractor shall provide required office machines, such as desk top computers, to assist in the analysis. The contractor shall provide the word processing facility necessary to produce the required reports and provide camera-ready copies and magnetic media as specified by the government. The government may elect to use the reconstruction facilities/services of other organizations, such as Navy laboratories, for selected portions of some exercises. In such cases, the contractor shall not be required to duplicate that effort. (CDRL A007)

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 9 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

3.3.9 The contractor shall provide an Exercise Quicklook Report to Commander, Submarine Development Squadron TWELVE, generally in Microsoft Power Point or Word format within two weeks of exercise completion, receipt of exercise summary data messages from the participants, and/or return of the contractor's ship riders (or, if any rider(s) delay returning for reasons not associated with this contract, the date they would have returned via a reasonably direct itinerary), whichever is later. (CDRL A008)

3.3.10 The contractor shall on a case by case basis be required to produce an Exercise Preliminary (Thumbnail) Report. If required, this report shall be in a format specified and acceptable to the PS. CSDS-12 may require this Thumbnail Report be drafted, based upon results of observers and Commanding Officer's inputs. This Thumbnail shall incorporate findings discussed in the Exercise Quicklook Message Report along with other preliminary analysis and observations selected by the Project Officer. The Thumbnail Report shall be submitted to the responsible Project Officer within two weeks of release of the Quicklook Report message. The contractor's obligation shall include modifications based on inputs from the government. (CDRL A009)

3.3.11 The contractor shall conduct a geometric reconstruction of participant and weapon tracks for each exercise. The extent to which reconstruction provided by other organizations (if any) are incorporated into the contractor's reconstruction shall be discussed and agreed to by the government. The contractor shall present a verbal and pictorial briefing of the reconstructed exercise to COMSUBDEVRON TWELVE upon completion of the reconstruction. This briefing shall include a preliminary analysis of the results and the plan for the complete analysis. This shall be completed within two months following completion of the exercise. (CDRL A010)

3.3.12 The contractor shall present a verbal and pictorial briefing on the status of the analysis to the government approximately mid-way through the analysis. This briefing shall include materials to support the analysis results to date, analysis yet to be completed, the schedule for completion of the analysis and exercise report, and an assessment of the success in achieving the tactical development objectives of the exercise. This Mid-analysis Brief shall be required for any major exercise for which CSDS-12 has primary analysis responsibility. (CDRL A011)

3.3.13 The contractor shall deliver a Draft Exercise and Analysis Report within four months of receipt of the exercise data package at COMSUBDEVRON TWELVE headquarters. This report shall be written in the format specified by the PCC and will utilize standard Navy correspondence style. As a minimum, this report shall contain (CDRL A012):

- The exercise objectives and Measures of Effectiveness.
- A description of the conduct of the exercise.
- The reconstructed data, including tables of data used in the analysis, and the tracks of all ships, aircraft and weapons.
- A detailed analysis of the oceanographic environment in the exercise area and its effect upon the exercise.
- A detailed analysis of the tactical performance of exercise participants in the following areas as applicable: search, detection, classification, localization, closure, attack, counter-detection, evasion, and re-engagement.
- A conclusion about the success or failure of the exercise to meet the objectives and a list of issues which require additional investigation.
- A list of tactical deficiencies noted, conclusions, recommendations, and lessons learned.

3.3.14 Following review of the draft report by the government, the contractor shall incorporate any required changes and deliver a final camera-ready copy and a magnetic copy specified by the government of the report within one month of receipt of the government's comments. (CDRL A013)

3.3.15 When specified by the government, the contractor may be required to produce a briefing package in lieu of the camera-ready report described in paragraphs 4.2.12 and 4.2.13. Multiple exercises of a similar nature may be combined into one package. This briefing package shall be in a format specified by the PCC. (CDRL A014). As a minimum, the briefing package shall contain:

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 10 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- Conclusions and lessons learned.
- Exercise description and objectives.
- A brief description of each significant event or interaction.
- A summary of the tactical deficiencies identified during the exercise (and appropriate documents which apply).
- A summary of the tactical improvements identified during the exercise (and appropriate documents which apply).
- The briefing packages should be suitable for presentation to both submarine and non-submarine Personnel, or tailored for an international audience.

3.3.16 The contractor shall assist Commander Submarine Development Squadron TWELVE in providing direct support to the COMSUBLANT Perspective Commanding Officer's (PCO) Instructor in coordinating, planning and carrying out the semi-annual SUBLANT PCO Exercises under this contract. These exercises have been incorporated into the TACDEVEX program because they provide a unique opportunity to assess tactical effectiveness. CDRLs associated with this tasking include CDRL A003, OPORD and CDRL A005 (assist in exercise conduct and data collection and monitoring). Trip reports may be required on a case-by-case basis and shall be submitted in accordance with CDRL A007.

3.3.17 Commander Submarine Development Squadron TWELVE and the Naval Undersea Warfare Center (NUWC) share responsibilities for conduct of weapons firing exercises and analysis. The contractor shall assist CSDS-12 in providing planning and execution support as well as limited evaluation of the results to determine necessary changes to tactical documentation. The CDRLs associated with this effort are CDRL A003 (OPORD) and CDRL A005 (assist in exercise conduct and data collection and monitoring). When required, exercise reports shall be prepared and submitted in accordance with CDRLs A008 (Quicklook Report) and A009 (Exercise Preliminary Report).

3.3.18 The contractor shall install, collect data from, and remove a Miniature Inertial Navigation System (MINS) on foreign submarines participating in U.S. exercises for the purpose of collecting track data for open ocean reconstruction. The scope of this effort shall include purchasing equipment for shipment and installation, consumables used each exercise, freight charges for shipping the equipment to and from the exercises, and also include travel a labor expenses for pre-installation surveys as necessary when installing MINS on a foreign submarine for the first time. (As required)

3.3.19 The contractor shall develop and enter data from all exercises into designated databases for further analysis. The contractor must be able to adapt exercise data for input into government provided databases as well as develop databases for use as needed to meet tactical development exercises specified by COMSUBDEVRON TWELVE. Documentation of progress will be reported under CDRLs A001, A020, A021, and A022. All versions of the database will be delivered under CDRL A007.

3.3.20 The contractor shall be familiar with standard Navy metrics to ensure exercise results and databases support analysis compared to these metrics. Additionally, the contractor may be required to support COMSUBDEVRON TWELVE to develop appropriate metrics.

3.3.21 The contractor shall be knowledgeable of existing databases, such as STAS. The contractor shall also develop databases as needed to present exercise results in a meaningful manner for trend analysis and identification of tactical deficiencies. Coordination with outside organizations, i.e., JHU/APL, NUWC, COMSUBPAC/COMSUBLANT, UK MWC, will be required throughout this effort. Documentation of progress will be reported under CDRLs A001, A020, A021, and A022. All versions of the database will be delivered under CDRL A007.

NOTE: The government may unilaterally choose to extend the deadline of any report, or even cancel the report all together, without requiring a contract modification.

3.4 SPECIAL ANALYSES. The contractor shall perform special analyses or performance evaluation studies in conjunction with Task 3.3 in areas such as:

- Weapon, sensor, or system effectiveness

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 11 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- Platform effectiveness
- Tactical tradeoffs
- Design tradeoffs
- Impact of threat and/or environment characteristics

These CDRLs for the above are “as required” CDRLs. (CDRLs A015, NWP; A016, TESTPUBs; A017, TACMEMOs; A018, Computer-Based Tactical Decision Aids (TACAIDs); and A019, Manual Plotting Tactical Decision Aids.)

3.5 SPECIAL TACTICAL STUDIES. The contractor shall perform special tactical studies, assessments, and analyses in the primary and secondary submarine mission areas including (but not limited to): Anti-Submarine Warfare (ASW), Anti-Surface Warfare (ASUW), Strike Warfare (STW), Mobility (MOB), Command, Control and Communication (C3), Intelligence (I), Amphibious Warfare (AMW), Mine Warfare (MIW), Naval Special Warfare (NSW), Electronic Warfare (EW), and non-Combatant Operations (NCO). The contractor shall review other special studies to evaluate the technical merit and tactical implications of such studies. The contractor shall review existing and proposed documentation pertinent to the previously outlined tasks and make recommendations for acceptance, rejection, improvement, and/or creation when warranted by exercise results or other information. Such documentation includes, but is not necessarily limited to: NWP, APs, TACMEMOs, Test Pubs, Tactical Decision Aids, and operating procedures. The contractor shall identify tactical documentation deficiencies and nominate those to be corrected under this contract. Upon approval of the government, the contractor shall produce the required tactical documentation. Typically, the deliverable will be "camera-ready copy" and magnetic media with duplication and distribution the responsibility of the government. The contractor can expect to devote approximately ten percent of the effort under this contract to the production of tactical documentation. The following discussion addresses the tactical documentation covered by this task:

3.5.1 Naval Warfare Publications (NWP): The contractor must be familiar with the NTTP 3-21 series, other related NWP and APs, and be competent to draft Changes, Urgent Changes, or Revisions to these publications dealing with subjects within the scope of this contract as required. (CDRL A015)

3.5.2 Test Publications (TESTPUBs): The contractor must be competent to draft Changes, Urgent Changes, Revisions or new TESTPUBs dealing with subjects within the scope of this contract. (CDRL A016)

3.5.3 Tactical Memoranda (TACMEMOs): The contractor must be familiar with current submarine TACMEMOs and be competent to draft revisions or prepare new TACMEMOs dealing with subjects within the scope of this contract, as required. (CDRL A017)

3.5.4 Computer-Based Tactical Decision Aids. The contractor must be familiar with these computer programs and their associated documentation which process and present tactical information to the submarine Commanding Officer, in addition to that provided by the ship's sonar and fire control systems. These TACAIDs are part of the Submarine Fleet Mission Program Library (SF MPL) and currently operate primarily on the Submarine Desk Top Computer (DTC), both HP-9020 and TAC-X (HP-700 series) computers. The contractor must be familiar with SF MPL programming standards as well as with documentation for programming code and written guidelines for operating computer programs. Development of TACAIDs must be compatible with version 3.10, or higher, for the HP-9020 computer and version 5.1.1 and higher for the TAC-X series computers. (CDRL A018)

3.5.5 Manual and Electronic Plotting Tactical Decision Aids: These are manually operated devices designed to assist submarine operators in the conduct of submarine warfare. They are usually produced in the form of monographs, charts, clear plastic overlays, templates, etc. The contractor must be familiar with the aids in current use and be competent to recommend design revisions or new aids of a similar nature and purpose. (CDRL A019)

3.6 PROGRAM SUPPORT. The contractor shall attend meetings and conferences, conduct tests, present briefings, embark on ships, and/or conduct surveys in support of the statement of work. The contractor shall make written reports of test results, observations, briefings, trips, and minutes of meetings. The contractor shall recommend plans, schedules, and courses of action based upon the results of attended functions. (CDRLs A001 – A017, A020 & A021)

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 12 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.7 PRODUCTION SUPPORT. The contractor shall be required to produce program documents and briefing materials classified up to SECRET in support of the tasking outlined in the preceding paragraphs 3.2 through 3.7. (CDRLs A001 – A017, A020 & A021)

3.8 COMPUTER PROGRAMS AND ALGORITHMS. The contractor shall produce and/or revise algorithms, programs, computer source code and associated documentation ("software"). This software shall be the property of the government, free and clear of all licenses, fees, copyrights, or other encumbrances. The government shall be free to duplicate, modify, and/or distribute the software as it sees fit, without further reference to the contractor. The computer code produced shall conform to accepted programming standards. All programs shall be sufficiently documented to permit an average programmer to readily understand it, modify it, incorporate it into other programs, and pass variables between it and other programs. The computer code produced under this contract shall not be encrypted nor otherwise constructed so as to frustrate the efforts of other programmers to work on it. However, on a case basis, the government may elect to have the final computer code encrypted or otherwise protected from unauthorized tampering prior to distribution to fleet users. In such cases, the contractor shall deliver a fully documented, unencrypted and unprotected version of the program, in addition to the version intended for distribution. Documentation shall be reported under CDRLs A001, A020, A021 & A022. All versions of the database shall be delivered under CDRL A007.

3.9 ADDITIONAL TASKING REQUIREMENTS

3.9.1 Summary Report shall be provided in accordance with CDRL A0020.

3.9.2 Semi-Annual Review Presentation. This briefing is to be given to the PM, supported command and NTSA (COR) at the conclusion of the sixth and eleventh months. The presentation shall contain a total technical review of all tasks. (CDRL A021)

3.9.3 Monthly Status Report. This report shall contain the status of each deliverable, work accomplished during the preceding month (including all briefings), planned work for the following month, expenditures during the preceding month (to include a breakdown of labor, material and travel expenditures), cumulative expenditures to date, current and anticipated problems and invoices for the reporting period. The report shall contain a cumulative list of CDRLs with the project number identified. This report shall be delivered no later than the tenth day of the following month. (CDRL A022)

4.0 DELIVERABLES:

All CDRLs will be provided to the PM, PCC and TOM, NWDC N561, (and others as directed by PM). CDRLs may be submitted in the standard Contractor's format, provided it is in conformance with and meets all criteria normally followed and procedures utilized in standard business practices.

PM, PCC and TOM will perform inspection and acceptance. The contractor will review data items for quality and compliance prior to acceptance.

5.0 Quality Surveillance & Performance Standards

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

Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated based upon how well the services met the objectives defined in paragraph 2.0 as measured against the standards identified in Attachment #1. Responsiveness will be evaluated based upon the government's experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet agreed upon schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to agreed upon costs.

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

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 13 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

to comply with this requirement may result in task order termination.

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

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

(2) Scope and Content.

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

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

(3) Submission and Approval.

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

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

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 14 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

(3) Submission and Approval.

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

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

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

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

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

C24S SECURITY REQUIREMENTS (OCT 2004)

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

CX25S 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 NACLIC.

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

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

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

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

If, during the performance of this or any other task order, the contractor believes that any task order contains

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 15 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 16 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

D11S PRESERVATION, PACKAGING, PACKING AND MARKING (MAY 2006)

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)

D24S PROHIBITED PACKING MATERIALS (JUN 2004)

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

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 17 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

E14S INSPECTION AND ACCEPTANCE OF SERVICES (AUG 2005)

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

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 18 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

F1S PERIOD OF PERFORMANCE

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

BASE PERIOD - SLINS 0001AA, 0001AB, 0001AC - FROM 8/17/2005 - 9/30/2005

OPTION 1 - SLINS 0001BA, 0001BC, 0001BD, 0001BE, 0001BF, 0001BG, 0001BH, 0001BJ, 0001BK, 0001BL - FROM 10/1/2005 - 9/28/2006

OPTION 2 - CLINS 1300 & 3300 - FROM 9/28/2006 - 9/27/2007

OPTION 3 - CLINS 1400 & 3400 - FROM 9/28/2007 - 9/27/2008

OPTION 4 - CLINS 1500 & 3500 - FROM 9/28/2008 - 9/27/2009

OPTION 6 - CLINS 4200 & 6200 - FROM 9/28/2009 - 8/16/2010

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:

Commander, Navy Warfare Development Command

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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 COMSUBDEVRON TWELVE, Groton, CT, COMSUBLANT, Norfolk, VA or other locations, as required by the statement of work. The Statement of Work included with this order specifies those locations.

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 19 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

ACCOUNTING AND APPROPRIATION DATA.

LLA A3/0001BC CITED IN MODIFICATION 4 IS CHANGED TO READ:

0001BC N46580-06RC-001W2 [REDACTED]

LLA:

A3 1761804 60BA 250 00060 J 060951 2D C001W2 4658064A000Q

G1S SUBMISSION OF INVOICES -- COST REIMBURSEMENT

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and four (4) copies, to the contract auditor at Cognizant DCAA, unless waived by DCAA. If Electronic Cost Reporting and Financial Tracking (eCraft) is applicable to this contract, provide duplicate information to eCraft.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this task order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

(1) Contract line item number (CLIN)

(2) Subline item number (SLIN)

(3) Accounting Classification Reference Number (ACRN)

(4) Payment terms

(5) Procuring activity

(6) Date supplies provided or services performed

(7) Costs incurred and allowable under the task order

(8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report", is not required.

(f) A Certificate of Performance is required unless Electronic Cost Reporting and Financial Tracking (eCraft) is applicable to this task order.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 20 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

tendered under this task order. The Government may indicate final acceptance on DD Form 250 or by other appropriate means such as a Certificate of Final Acceptance.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, costs will be allocated on a first-in first-out basis. For example, invoice ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc.

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

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at [http://acquisition.navy.mil/rda/home/acquisition one source/ebusiness/don ebusiness solutions/wawf overview/vendor information](http://acquisition.navy.mil/rda/home/acquisition%20one%20source/ebusiness/don%20ebusiness%20solutions/wawf%20overview/vendor%20information)

(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.*)

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	HAA661
Service Approver DODAAC	45239

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.

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 21 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

Send Additional Email Notification To:

(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]

For payment status, log into WAWF, scroll to the bottom of the page, and click on the link for "Pay Status (myinvoice – External Link)". [REDACTED]

GI0S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (MAY 2009)

(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:

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 22 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

[REDACTED]

d) The Task Order Negotiator is:

[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).

(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 (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:

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 23 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

[REDACTED]

G17S TOM APPOINTMENT

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

[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.

G22S COST ACCOUNTING STANDARDS ADMINISTRATION (SEP 2004)

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

```
Accounting Data
SLINID  PR Number          Amount
-----
0001AB  N465800RC001W2        [REDACTED]
LLA :
A1 1751804 60BA 250 00060 J 060951 2D C001W2 4658054A00Q
ACRN AA
```

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 01

```
0001AC  N57070-05RC-FD053        [REDACTED]
LLA :
A2 1751804 60CA 250 57070 0 068732 2D CFD053 570705CMD26Q
```

MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4126	N402	57	24 of 37	

MOD 03

0001BB N46580-06RV-001W2 [REDACTED]
 LLA :
 A1 1751804 60BA 250 00060 J 060951 2D C001W2 4658054A000Q

MOD 03 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 04

0001BB N46580-06RV-001W2 [REDACTED]
 LLA :
 A1 1751804 60BA 250 00060 J 060951 2D C001W2 4658054A000Q

0001BC N46580-06RV-0012W [REDACTED]
 LLA :
 A3 1761804 60BA 250 00060 J 060951 2D C001W2 4658064A000Q

0001BD N57070-06RC-FD025 [REDACTED]
 LLA :
 A4 1761804 60CA 250 57070 0 068732 2D CFD025 570706CMD26Q

MOD 04 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 06

0001BE N465800-06RC-001W2 [REDACTED]
 LLA :
 A3 1761804 60BA 250 00060 J 060951 2D C001W2 4658064A000Q

0001BF N465800-06RC-001W2 [REDACTED]
 LLA :
 A3 1761804 60BA 250 00060 J 060951 2D C001W2 4658064A000Q

0001BG N465800-06RC-001W2 [REDACTED]
 LLA :
 A3 1761804 60BA 250 00060 J 060951 2D C001W2 4658064A000Q

0001BH N57070-06RC-CFD025 [REDACTED]
 LLA :
 A4 1761804.60CA 250 57070 0 068732 2D CFD025 5707006CMD26Q

0001BJ V57016-06RC-00005 [REDACTED]
 LLA :
 A4 1761804.60CA 000 00060 J 060951 2D V57016 006RC00005YU

MOD 06 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 07

0001BK N46580-06RC-001W2 [REDACTED]
 LLA :
 A3 1761804 60BA 250 00060 J 060951 2D C001W2 4658064A000Q

MOD 07 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 08

0001BD N57070-06RC-FD025 [REDACTED]
 LLA :
 A4 1761804 60CA 250 57070 0 068732 2D CFD025 570706CMD26Q

MOD 08 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 09

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4126	N402	57	25 of 37	

0001BL N46580-06RC-001W2 [REDACTED]
 LLA :
 A3 1761804 60BA 250 00060 J 060951 2D C001W2 4658064A000Q

130001 N46580-06RC-001W2 [REDACTED]
 LLA :
 A3 1761804 60BA 250 00060 J 060951 2D C001W2 4658064A000Q

330001 N46580-06RC-002W2 [REDACTED]
 LLA :
 A5 1761804 60BA 250 00060 J 060951 2D C002W2 4658064A000Q

MOD 09 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 10

130002 N57070-07RC-FD025 [REDACTED]
 LLA :
 A6 1771804 60CA 250 57070 0 068732 2D CFD025 570707CMD26Q
 REF #N5707007MD57070, SPONSOR ACRN AA

130003 V57016-07RC-00004 [REDACTED]
 LLA :
 A7 1771804 60CA 000 00060 J 060951 2D V57016 007RC00001YU
 DOC #V570160RC00004, SPONSOR ACRON AA

MOD 10 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 11

130004 N46580-07RC-001W2 [REDACTED]
 LLA :
 A8 1771804 60BA 250 00060 J 060951 2D C001W2 4658074A000Q

330002 N46580-07RC-001W2 [REDACTED]
 LLA :
 A8 1771804 60BA 250 00060 J 060951 2D C001W2 4658074A000Q

MOD 11 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 12 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 14

130002 N57070-07RC-FD025 [REDACTED]
 LLA :
 A6 1771804 60CA 250 57070 0 068732 2D CFD025 570707CMD26Q
 REF #N5707007MD57070, SPONSOR ACRN AA

MOD 14 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 15

130004 N46580-07RC-001W2 [REDACTED]
 LLA :
 A8 1771804 60BA 250 00060 J 060951 2D C001W2 4658074A000Q

330002 N46580-07RC-001W2 [REDACTED]
 LLA :
 A8 1771804 60BA 250 00060 J 060951 2D C001W2 4658074A000Q

MOD 15 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 16

130004 N46580-07RC-001W2 [REDACTED]

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4126	N402	57	26 of 37	

LLA :
A8 1771804 60BA 250 00060 J 060951 2D C001W2 4658074A000Q

330002 N46580-07RC-001W2 [REDACTED]
LLA :
A8 1771804 60BA 250 00060 J 060951 2D C001W2 4658074A000Q

MOD 16 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 17
130004 N46580-07RC-001W2 [REDACTED]
LLA :
A8 1771804 60BA 250 00060 J 060951 2D C001W2 4658074A000Q

MOD 17 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 19
130004 N46580-07RC-001W2-4 [REDACTED]
LLA :
A8 1771804 60BA 250 00060 J 060951 2D C001W2 4658074A000Q
Document Number N4658007RC001W2, Amendment 4
Sponsor ACRN AA

MOD 19 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 20
130002 N57070-07RC-FD025 [REDACTED]
LLA :
A6 1771804 60CA 250 57070 0 068732 2D CFD025 570707CMD26Q
Document No: N5707007RCFD025, Amendment Two
REF #N5707007MD57070, SPONSOR ACRN AA

MOD 20 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 21
130004 N46580-07RC-001W2-5 [REDACTED]
LLA :
A8 1771804 60BA 250 00060 J 060951 2D C001W2 4658074A000Q
Document Number N4658007RC001W2, Amendment 5
Sponsor ACRN AA

MOD 21 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 22
140001 N46580-07RC-002W2 [REDACTED]
LLA :
A9 1771804 60BA 250 00060 J 060951 2D C002W2 4658074A000Q
Document Number N4658007RC002W2,
Sponsor ACRN AA

MOD 22 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 23
130004 N46580-07RC-001W2-6 [REDACTED]
LLA :
A8 1771804 60BA 250 00060 J 060951 2D C001W2 4658074A000Q
Document Number N4658007RC001W2, Amendment 6, Sponsor ACRN AA

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4126	N402	57	27 of 37	

140001 N46580-07RC-002W2 [REDACTED]
 LLA :
 A9 1771804 60BA 250 00060 J 060951 2D C002W2 4658074A000Q
 Document Number N4658007RC002W2,
 Sponsor ACRN AA

340001 N46580-07RC-002W2 [REDACTED]
 LLA :
 A9 1771804 60BA 250 00060 J 060951 2D C002W2 4658074A000Q
 Document Number N4658007RC002W2, Amendment 1,
 Sponsor ACRN AA

MOD 23 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 24

130004 N46580-07RC-001W2-6 [REDACTED]
 LLA :
 A8 1771804 60BA 250 00060 J 060951 2D C001W2 4658074A000Q
 Document Number N4658007RC001W2, Amendment 6, Sponsor ACRN AA

330002 N46580-07RC-001W2-6 [REDACTED]
 LLA :
 A8 1771804 60BA 250 00060 J 060951 2D C001W2 4658074A000Q
 Document Number N4658007RC001W2, Amendment 6, Sponsor ACRN AA

MOD 24 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 25

140002 N57070-07RC-FD025 [REDACTED]
 LLA :
 A6 1771804 60CA 250 57070 0 068732 2D CFD025 570707CMD26Q
 Document No: N5707007RCFD025, Amendment Three
 REF #N5707007MD57070, SPONSOR ACRN AA

MOD 25 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 26

140003 V57016-08RC-00001 [REDACTED]
 LLA :
 B1 1781804 60CB 000 57016 J 060951 2D V57016 008RC0000IYU
 Document No: V5701608RC00001, Basic
 Sponsor ACRN AA

MOD 26 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 27

140001 N46580-07RC-002W2-2 [REDACTED]
 LLA :
 A9 1771804 60BA 250 00060 J 060951 2D C002W2 4658074A000Q
 Document Number N4658007RC002W2, Amendment 2
 Sponsor ACRN AA

340001 N46580-07RC-002W2-2 [REDACTED]
 LLA :
 A9 1771804 60BA 250 00060 J 060951 2D C002W2 4658074A000Q
 Document Number N4658007RC002W2, Amendment 2,
 Sponsor ACRN AA

MOD 27 Funding [REDACTED]
 Cumulative Funding [REDACTED]

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4126	N402	57	28 of 37	

MOD 29

140004 N57070-08RC-FD025 [REDACTED]
 LLA :
 B2 1781804 60CM 250 57070 0 068566 2D CFD025 570708CMD53Q
 Document No: N5707008RCFD025
 Reference No: N5707008MD57070, Sponsor ACRN AA

140005 N46580-08RC-001W2 [REDACTED]
 LLA :
 B3 1781804 60BB 250 57016 0 060951 2D C001W2 4658084A000Q
 Document No: N4658008RC001W2
 Sponsor ACRN AA

MOD 29 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 30

140006 N46580-08RC-001W2 [REDACTED]
 LLA :
 B3 1781804 60BB 250 57016 0 060951 2D C001W2 4658084A000Q
 Document No: N4658008RC001W2, Amendment 1
 Sponsor ACRN AA

340002 N46580-08RC-001W2 [REDACTED]
 LLA :
 B3 1781804 60BB 250 57016 0 060951 2D C001W2 4658084A000Q
 Document No: N4658008RC001W2, Amendment 1
 Sponsor ACRN AA

MOD 30 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 32

140007 N66604-8211-1345 [REDACTED]
 LLA :
 B3 1781804 60BB 250 57016 0 060951 2D C001W2 4658084A000Q
 Document No: N4658008RC001W2, Amendment 2
 Sponsor ACRN AA, Job Order I680198

340003 N66604-8211-1345 [REDACTED]
 LLA :
 B3 1781804 60BB 250 57016 0 060951 2D C001W2 4658084A000Q
 Document No: N4658008RC001W2, Amendment 2
 Sponsor ACRN AA, Job Order I680198

MOD 32 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 33

150001 N66604-8226-4503 [REDACTED]
 LLA :
 B4 1781804.60BB 252 57016 0 060951 2D C002W2 4658084A000Q
 Standard Number: 0154056
 Reference: RCP# N4658008RC002W2, ACRN AA (I680248)

350001 N66604-8226-4503 [REDACTED]
 LLA :
 B4 1781804.60BB 252 57016 0 060951 2D C002W2 4658084A000Q
 Standard Number: 0154056
 Reference: RCP# N4658008RC002W2, ACRN AA (I680248)

MOD 33 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 35

150002 N66604-8266-3922 [REDACTED]
 LLA :

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4126	N402	57	29 of 37	

B5 1781804 60CM 252 57070 068566 2D CFD029 570708CMD53Q
Reference No: N5707008RCFD029, ACRN AA
(I680488)

MOD 35 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 36

150003 N66604-8268-4748 [REDACTED]
LLA :
B6 1781804 60CB 000 57016 J 060951 2D V57016 008RC00002YU
Reference No: V5701608RC00002, ACRN AA
(I680508)

MOD 36 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 38

150004 N66604-8304-2181 [REDACTED]
LLA :
B7 1791804.60BB 252 57016 0 060951 2D C00237 4658094A000Q
Standard Number: 0172677
Reference: RCP# N4658009RC00237, ACRN AA (I680019)

350002 N66604-8304-2182 [REDACTED]
LLA :
B7 1791804.60BB 252 57016 0 060951 2D C00237 4658094A000Q
Standard Number: 0172678
Reference: RCP# N4658009RC00237, ACRN AA (I680019)

MOD 38 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 39

150005 N66604-9016-4172 [REDACTED]
LLA :
B7 1791804.60BB 252 57016 0 060951 2D C00237 4658094A000Q
Standard Number: 0185989
Reference: RCP# N4658009RC00237, ACRN AA (I680019)

350003 N66604-9016-4177 [REDACTED]
LLA :
B7 1791804.60BB 252 57016 0 060951 2D C00237 4658094A000Q
Standard Number: 0185995
Reference: RCP# N4658009RC00237, ACRN AA (I680019)

MOD 39 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 40

150006 N66604-9083-7307 [REDACTED]
LLA :
B8 1791804.60CM 252 57070 068566 2D CFD029 570709CMD53Q
Standard Number: 0201463
Reference: RCP# N5707009RCFD029, ACRN AA (I680409)

350004 N66604-9083-7308 [REDACTED]
LLA :
B8 1791804.60CM 252 57070 068566 2D CFD029 570709CMD53Q
Standard Number: 0201464
Reference: RCP# N5707009RCFD029, ACRN AA (I680409)

MOD 40 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 41

150007 N66604-9099-0142 [REDACTED]

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4126	N402	57	30 of 37	

LLA :
 B7 1791804.60BB 252 57016 0 060951 2D C00237 4658094A000Q
 Standard Number: 0205258
 Reference: RCP# N4658009RC00237, ACRN AA (I680019)

350005 N66604-9099-0148 [REDACTED]
 LLA :
 B7 1791804.60BB 252 57016 0 060951 2D C00237 4658094A000Q
 Standard Number: 0205264
 Reference: RCP# N4658009RC00237, ACRN AA (I680019)

MOD 41 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 43

150008 N66604-9212-9737 [REDACTED]
 LLA :
 B7 1791804.60BB 252 57016 0 060951 2D C00237 4658094A000Q
 Reference: RCP# N4658009RC00237, Amendment 3, ACRN AA (I680019)

MOD 43 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 44

420001 N66604-9212-9660 [REDACTED]
 LLA :
 C4 1791804.60BB 252 57016 0 060951 2D C00637 4658094A000Q
 Standard Number: 0226744
 RCP# N4658009RC00637, ACRN AA (I680699)

420002 N66604-9215-9795 [REDACTED]
 LLA :
 B9 1791804.60CM 252 57070 068566 2D CFD027 570709CMD53Q
 Standard Number: 0226897
 RCP# N5707009RCFD027, ACRN AA (I680719)

620001 N66604-9212-9664 [REDACTED]
 LLA :
 C4 1791804.60BB 252 57016 0 060951 2D C00637 4658094A000Q
 Standard Number: 0226744
 RCP# N4658009RC00637, ACRN AA (I680699)

620002 N66604-9215-9797 [REDACTED]
 LLA :
 B9 1791804.60CM 252 57070 068566 2D CFD027 570709CMD53Q
 Standard Number: 0226899
 RCP# N5707009RCFD027, ACRN AA (I680719)

MOD 44 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 45 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 46

420003 N66604-9264-8429 [REDACTED]
 LLA :
 C1 1791804.60CB 252 57016 0 060951 2D C001VY 465809YU000Q
 Standard Number: 0236597
 RCP# N4658009RC001VY, ACRN AA (I681029)

MOD 46 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 47

420004 N66604-9292-1837 [REDACTED]

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4126	N402	57	31 of 37	

LLA :
C2 1701804.60BB 251 57016 0 060951 2D C00137 4658004A000Q
Standard Number: 0240823
Reference: RCP# N4658010RC00137, ACRN AA (I680000)

MOD 47 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 48

420005 N66604-9302-3148 [REDACTED]
LLA :
C3 1701804.70BB 000 57016 0 060957 2D CSX003 570200MY000Q
Standard Number: 0242254
Reference: RCP# R5702010RCSX003, ACRN AA (I680010)

620003 N66604-9302-3149 [REDACTED]
LLA :
C3 1701804.70BB 000 57016 0 060957 2D CSX003 570200MY000Q
Standard Number: 0242255
Reference: RCP# R5702010RCSX003, ACRN AA (I680010)

MOD 48 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 49 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 50

420006 N66604-9310-4148 [REDACTED]
LLA :
C2 1701804.60BB 251 57016 0 060951 2D C00137 4658004A000Q
Standard Number: 0243294
Reference: RCP# N4658010RC00137, ACRN AA (I680000)

MOD 50 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 51 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 52

420007 N66604-9349-9205 [REDACTED]
[REDACTED]
C2 1701804.60BB 251 57016 0 060951 2D C00137 4658004A000Q
Standard Number: 0248671
Reference: RCP# N4658010RC00137, ACRN AA (I680000)

MOD 52 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 53

420008 N66604-9362-0583 [REDACTED]
LLA :
C5 1701804.70CA 252 62853 0 068566 2D CFD027 628530CMD53Q
Standard Number: 0250233
Reference: RCP# N6285310RCFD027, ACRN AA (I680020)

MOD 53 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 54

420009 N66604-0021-3801 [REDACTED]
LLA :
C2 1701804.60BB 251 57016 0 060951 2D C00137 4658004A000Q

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4126	N402	57	32 of 37	

Standard Number: 0253841
Reference: RCP# N4658010RC00137, ACRN AA (I680000)

620004 N66604-0021-3802 [REDACTED]
LLA :
C2 1701804.60BB 251 57016 0 060951 2D C00137 4658004A000Q
Standard Number: 0253851
Reference: RCP# N4658010RC00137, ACRN AA (I680000)

MOD 54 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 55

420010 N66604-0104-6481 [REDACTED]
LLA :
C2 1701804.60BB 251 57016 0 060951 2D C00137 4658004A000Q
Standard Number: 0267595
RCP# N4658010RC00137, ACRN AA (I680000)

620005 N66604-0104-6482 [REDACTED]
LLA :
C2 1701804.60BB 251 57016 0 060951 2D C00137 4658004A000Q
Standard Number: 0267596
RCP# N4658010RC00137, ACRN AA (I680000)

MOD 55 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 56

420011 N66604-0168-5025 [REDACTED]
LLA :
C5 1701804.70CA 252 62853 0 068566 2D CFD027 628530CMD53Q
Standard Number: 0281118
Reference: RCP# N6285310RCFD027

MOD 56 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 57

420010 N66604-0104-6481 [REDACTED]
LLA :
C2 1701804.60BB 251 57016 0 060951 2D C00137 4658004A000Q
Standard Number: 0267595
RCP# N4658010RC00137, ACRN AA (I680000)

MOD 57 Funding [REDACTED]
Cumulative Funding [REDACTED]

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 33 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

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)

Additional funds are hereby provided for continued performance. The total funding obligated for performance is therefore increased from [REDACTED]. The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this order.

H40S KEY PERSONNEL (FEB 2007)

The following are specified as key people for this task order:

<u>LABOR CATEGORY</u>	<u>INDIVIDUAL</u>
-	-
[REDACTED]	[REDACTED]
	[REDACTED]
[REDACTED]	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
[REDACTED]	[REDACTED]

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 34 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

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.

<u>Subcontractor</u>	<u>Hours</u>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

H61S GOVERNMENT FURNISHED PROPERTY (GFP) (FEB 2005)

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

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

(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.

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 35 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

HP10S OPTION TO EXTEND THE TERM OF THE TASK ORDER (SEP 2004)

This task order is renewable at the prices stated in Section B of the Contractor's proposal, at the option of the Government. The Task Order Ordering Officer shall give written notice of renewal to the Contractor, by the first day of each Government fiscal year or within 30 days after funds for that fiscal year become available, whichever date is the later; provided that the Task Order Ordering Officer shall have given preliminary notice of the Government's intention to renew at least 30 days before this task order is to expire. Such a preliminary notice of intent to renew shall not be deemed to commit the Government to renewals. If the Government exercises this option for renewal, the task order as renewed shall be deemed to include this option provision however, the total duration of this task order, including the exercise of any options under this clause, shall not exceed 53 months.

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 36 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

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

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES para.(c) fill-in: (JUN 1998)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

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

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 1996)

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

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

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

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)

para.(a) fill-in:

para.(b) fill-in:

para.(b) fill-in:

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

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

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 57	PAGE 37 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Exhibit "A" - DD Form 1423, Contract Data Requirements List
Attachment #1 - PRS Table
Attachment #2 - DD Form 254, Contract Security Classification Spec
Attachment #3 - Government Furnished Property
Attachment #4 - Task Order Administration Plan (TAP)
Attachment #5 - Certificate of Performance - CPFF Term