

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 06-Jul-2010	4. REQUISITION/PURCHASE REQ. NO. N66604-0160-3795-990		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NUWC, NEWPORT DIVISION Simonpietri Drive, Building 11 Newport RI 02841-1706 [REDACTED]@navy.mil 401-[REDACTED]	CODE N66604	7. ADMINISTERED BY (If other than Item 6) DCMA BOSTON 495 SUMMER STREET BOSTON MA 02210-2138		CODE S2206A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Systems Resource Management, Inc. 42 Valley Road, 2nd Floor Middletown RI 02842-6335	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4136-N409
	10B. DATED (SEE ITEM 13) 13-Jul-2009
CAGE CODE 6S076	FACILITY CODE 099427221

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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) [REDACTED], President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED], Contracting Officer	
15B. CONTRACTOR/OFFEROR Is: [REDACTED] (Signature of person authorized to sign)	15C. DATE SIGNED 06-Jul-2010	16B. UNITED STATES OF AMERICA BY: [REDACTED] (Signature of Contracting Officer)	16C. DATE SIGNED 06-Jul-2010

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GENERAL INFORMATION

Distribution: KR, 0221, DFAS-HQ0337, 70T [REDACTED] 1193 [REDACTED]

FSC: R699

NUWCDIVNPT Control #:104011

NUWCDIVNPT Requisition #: N66604-0160-3795-990

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

The purpose of this modification is to: correct administrative error in Mod 02 in which a revised attachment for the Task Order Administration Plan (TAP) was noted but not added. This modification deletes the TAP (Jul 2004) version and adds the revised TAP (June 2010) version.

SECTION J -

1. Delete attachment TAP (Jul 2004)
2. Add attachment TAP (June 2010)

All other task order terms and conditions remain unchanged.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

4000 NUWC DIVNPT, Code
70,
administrative
and financial
support for the
Ocean Systems
System Support
Activity
(OS-SSA) program

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4100	Base Period - OPN funded (OPN)	2354.0 LH		
410001	A1 (OPN)			
4110	Option 2 - OPN LABOR (OPN)	2825.0 LH		
411001	A2 (OPN)			
4120	Option 4 - OPN Labor (OPN) Option	2825.0 LH		
4130	Option 6 - OPN Labor (OPN) Option	2825.0 LH		
4140	Option 8 - OPN Labor (OPN) Option	2825.0 LH		
4150	Option 10 - OPN Labor (OPN) Option	471.0 LH		
4200	Option 1 - OMN funded labor (O&MN,N) Option	2354.0 LH		
4210	Option 3 - OMN&N labor (O&MN,N) Option	2825.0 LH		
4220	Option 5 - OMN&N Labor (O&MN,N) Option	2825.0 LH		
4230	Option 7 - OMN&N Labor (O&MN,N)	2825.0 LH		

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	Option			
4240	Option 9 - OMN&N Labor (O&MN,N) Option	2825.0 LH	██████████	██████████
4250	Option 11 - OMN&N Labor (O&MN,N) Option	471.0 LH	██████████	██████████

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6000	Prime and Subcontractor Travel and Materials (with burdens, no fee)		██████████
6100	Base Period - OPN ODC's (OPN)	1.0 Lot	██████████
610001	A1 ██████████ (OPN)		
6110	Option 2 - OPN ODC's (OPN)	1.0 Lot	██████████
611001	A2 ██████████ (OPN)		
6120	Option 4 - OPN ODC's (OPN) Option	1.0 Lot	██████████
6130	Option 6 - OPN ODC's (OPN) Option	1.0 Lot	██████████
6140	Option 8 - OPN ODC's (OPN) Option	1.0 Lot	██████████
6150	Option 10 - OPN ODC's (OPN) Option	1.0 Lot	██████████
6200	Option 1 - OMN ODC's (O&MN,N) Option	1.0 Lot	██████████
6210	Option 3 - OMN&N ODC's (O&MN,N) Option	1.0 Lot	██████████
6220	Option 5 - OMN&N ODC's (O&MN,N) Option	1.0 Lot	██████████
6230	Option 7 - OMN&N	1.0 Lot	██████████

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ODC's (O&MN,N)
Option

6240 Option 9 - OMN&N 1.0 Lot [REDACTED]
ODC's (O&MN,N)
Option

6250 Option 11 - OMN&N 1.0 Lot [REDACTED]
ODC's (O&MN,N)
Option

B30S LEVEL OF EFFORT - TERM (NOV 2006)

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

CLIN	Funding Type	Base or Option #	Hours Contractor Site	Hours Gov't Site	Total Hours
4100	OPN	Base	2,354	-	2,354
4110	OPN	Option 2	2,825	-	2,825
4120	OPN	Option 4	2,825	-	2,825
4130	OPN	Option 6	2,825	-	2,825
4140	OPN	Option 8	2,825	-	2,825
4150	OPN	Option 10	471	-	471
		Totals	14,125	-	14,125
4200	OMN&N	Option 1	2,354	-	2,354
4210	OMN&N	Option 3	2,825	-	2,825
4220	OMN&N	Option 5	2,825	-	2,825
4230	OMN&N	Option 7	2,825	-	2,825
4240	OMN&N	Option 9	2,825	-	2,825
4250	OMN&N	Option 11	471	-	471
		Totals	14,125	-	14,125
	Total of all CLINs:		28,250	-	28,250

*Please Note: Although all hours are listed as contractor site, there will be Government site hours performed during the task order. These hours will not be consecutively worked for a period of 3 months and therefore all hours are shown as contractor site.

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

(b) In the event that the incurred level of effort exceeds by 5% or less of the task order requirement, but does not exceed the estimated cost of the task order, the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (d) below. This understanding does not supersede or change subsection (d) below, whereby the Contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

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

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

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

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

As part of the notification, the Contractor shall provide the Task Order Ordering Officer a revised estimate of the level of effort required

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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 base period and each exercised option, the Contractor shall submit the following information in writing directly to the Task Order Ordering Officer, the TOM and the Defense Contract Audit Agency office to which vouchers are submitted.

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

(2) A breakdown of this total showing the number of man-hours expended in each direct labor classification utilized for performance, including the identification of the key employees utilized;

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

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

B42S OPTIONS (JUN 2005)

The additional items of supplies or services available under the Options clause of this task order, the applicable Line Item, and the exercise dates are specified below:

Option No.	CLIN	Fund Type	Exercise Date -- No Later Than
2	4110 & 6110	OPN	████████
4	4120 & 6120	OPN	████████
6	4130 & 6130	OPN	████████
8	4140 & 6140	OPN	████████
10	4150 & 6150	OPN	████████
1	4200 & 6200	OMN&N	████████
3	4210 & 6210	OMN&N	████████
5	4220 & 6220	OMN&N	████████
7	4230 & 6230	OMN&N	████████
9	4240 & 6240	OMN&N	████████
11	4250 & 6250	OMN&N	████████

B43S OPTIONS AND BASIC AWARD TERM (JAN 2005)

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

B51S PAYMENT OF FIXED FEE - TERM (NOV 2005)

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

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK (SOW)

1.0 BACKGROUND

Code 70 is tasked to perform the lead engineering role for the Ocean Sensor Systems (OSS) new procurement projects, which will install instrumentation to replace/add tracking hydrophones and acoustic transmitters for the United States Navy's (USN) undersea tracking ranges (UTR). In addition, via the Ocean Systems Support Activity (OS-SSA) program, Code 70 manages and executes maintenance projects for the UTRs.

2.0 SCOPE

The Contractor shall provide administrative and financial support for Ocean Sensor Systems new programs and Ocean Systems Systems Support Activity repair programs.

The services under this task order fit under the following paragraphs in the Seaport-e Basic Contract Statement of Work: 3.5, 3.10, 3.20 and 3.21.

3.0 APPLICABLE DOCUMENTS

- 3.1 Ocean Systems Systems Support Activity Configuration Management Plan Verison 3
- 3.2 Code 70 Departmental Business Unit and Cost Center "Quality Process Manual"
- 3.3 NUWC Division Newport Administrative Publication TD #11,787 "Publications and Presentation Guide"

4.0 REQUIREMENTS

4.1 TASK A - OPN FUNDED. The Contractor shall use applicable documents 3.1, 3.2, 3.3 and Government Furnished Information (GFI) 6.1, 6.2, 6.3 to perform financial and administrative tasks in support of Ocean Sensor Systems new, refurbishment and modernization programs. The tasks shall include at the minimum the following:

- Perform financial data mining, tracking, and updating of the project(s) financial data tracking system such as monthly project financial reports of planned vs. actual expenditure, support the development of budgets and funding usage projections, preparation/receipt of various government funding documents, prepare and update by accessing Government owned financial databases such as but not limited to: the projects customer notebook, Code 118 Rigging gear inventory, shipping process, TEAM.
- Develop project management plans and reports, and technical reports/memoranda. These plans and reports may include Plans of Action and Milestones (POAMs), task statements to define Work breakdown structure (WBS) tasks and planned accomplishments, technical reports/memoranda to document technical findings, and final reports following tests, studies, and range installations.
- Create, review and prepare briefing and presentation material such as slides, posters, multimedia presentations, brochures, Adobe Acrobat .PDF files, handouts, software flow charts, functional organization charts, schedules and calendars, and technical illustrations.

Performance Standard: Project management plans and technical reports conform to applicable documents 3.1, 3.2. Presentation materials conform to document requirements in accordance with applicable document 3.3.

4.1.1 DELIVERABLES:

The Contractor shall provide project briefing and presentation materials, project management plans (including financial and schedule items) and reports and technical reports/memoranda in accordance with CDRL A001 and CDRL A002.

4.2 TASK B - OMN&N FUNDED. The Contractor shall use applicable documents 3.1, 3.2, 3.3 and GFI 6.1, 6.2, 6.3 to perform financial and administrative tasks in support of OS-SSA maintenance and repair programs. The tasks shall include at the minimum the following:

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- Perform financial data mining, tracking, and updating of the project(s) financial data such as monthly project financial reports of planned vs. actual expenditure, support the development of budgets and funding usage projections, preparation/receipt of various government funding documents, prepare and update by accessing Government owned financial databases such as but not limited to: the projects customer notebook, Code 118 Rigging gear inventory, shipping process, TEAM.
- Develop project management plans and reports, and technical reports/memoranda. These plans and reports may include Plans of Action and Milestones (POAMs), task statements to define Work breakdown structure (WBS) tasks and planned accomplishments, technical reports/memoranda to document technical findings, and final reports following tests, studies, and range installations..
- Create, review and prepare briefing and presentation material such as slides, posters, multimedia presentations, brochures, Adobe Acrobat .PDF files, handouts, software flow charts, functional organization charts, schedules and calendars, and technical illustrations.

Performance Standard: Project management plans and technical reports conform to applicable documents 3.1, 3.2. Presentation materials conform to document requirements in accordance with applicable document 3.3.

4.2.1 DELIVERABLES

The Contractor shall provide project briefing and presentation materials, project management plans (including financial and schedule items) and reports and technical reports/memoranda in accordance with CDRL A001 and CDRL A002.

5.0 PROGRESS REPORTS

The contractor shall deliver monthly cost and performance reports in accordance with the basic contract Clause C16S Cost and Performance reporting (May 2001).

6.0 GOVERNMENT FURNISHED INFORMATION (GFI)

The GFI will be delivered periodically throughout the performance of this SOW. GFI shall be returned to the Government at the end of the period of performance.

6.1 Rough Presentation Data

6.2 Project Management and Technical Data

6.3 Project Financial Data

7.0 QUALITY SURVEILLANCE & PERFORMANCE STANDARDS

The government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, and a review of deliverables. Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the specific performance standards as listed in the applicable documents provided as GFI and in the task paragraphs of this SOW. Responsiveness will be evaluated based upon the government experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to the negotiated costs.

C16S COST AND PERFORMANCE REPORTING (MAR 2010)

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

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

(1) Format. Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCRAFT). Paper submittal of the data is permitted for the first 60 days of performance. Address paper submittals to the Contracting Officer's Representative 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.

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

(3) Submission and Approval.

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

(ii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWC DIVNPT Code 119 .

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

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

(2) Content.

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

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

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

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

(v) Report all trips and significant results.

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

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

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

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

(3) Submission and Approval.

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

(ii) Distribution. Provide one original copy to the Contracting Officer's Representative. 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.

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

C23S FACILITIES (SEP 2004)

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

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

C25S ACCESS TO GOVERNMENT SITE (OCT 2009)

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

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

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

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

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

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

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

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

C54S UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA AUG 1994) (APR 2010)

If, during the performance of this task order, the contractor believes that the task order contains outdated or different versions of any specifications or standards, the contractor may request that it 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.

C56S ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (MAR 2010)

(a) Each Electronic and Information Technology (EIT) item or service provided under this order shall comply with the EIT Accessibility Standards listed below:

- ___ 36 C.F.R. § 1194.21 - Software applications and operating systems
- ___ 36 C.F.R. § 1194.23 - Telecommunications products
- ___ 36 C.F.R. § 1194.24 - Video and multimedia products
- ___ 36 C.F.R. § 1194.31 - Functional Performance Criteria

(b) The Contractor shall provide a Voluntary Product Accessibility Template (VPAT) for items or a Government Product/Service Accessibility Template (GPAT) for service to document compliance with the indicated Section 508 Standards.

Please refer to <http://www.ilic.org/index.php?submenu=Resources&submenu=Resources&src=gendocs&ref=vp&category=resources> or <http://www.buyaccessible.gov/> for more information on VPATs and GPATs or contact <http://www.access-board.gov/contact.htm> or www.gsa.gov/section508

(c) The Contractor shall comply with the VPAT or GPAT document submitted. If the Contracting Officer determines that any item or service delivered under this order does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing accordingly. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the order, the Government will have the rights and remedies contained in the basic contract.

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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)

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

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

Naval Undersea Warfare Center Division, Newport
Contract, Order, and ELIN Numbers
Report Title
Date of Report
Contractor Name (division which generated the report)

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

Contractor's Business Address

Task Order Dollar Amount

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

D24S PROHIBITED PACKING MATERIALS (JUN 2004)

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

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SECTION E INSPECTION AND ACCEPTANCE

E14S INSPECTION AND ACCEPTANCE OF SERVICES (AUG 2005)

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

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SECTION F DELIVERABLES OR PERFORMANCE

F1S PERIOD OF PERFORMANCE (MAY 2006)

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

CLIN	Funding Type	Base or Option #	Performance Period
4100 & 6100	OPN	Base	██████████
4200 & 6200	OMN&N	Option 1	██████████
4110 & 6110	OPN	Option 2	██████████
4210 & 6210	OMN&N	Option 3	██████████
4120 & 6120	OPN	Option 4	██████████
4220 & 6220	OMN&N	Option 5	██████████
4130 & 6130	OPN	Option 6	██████████
4230 & 6230	OMN&N	Option 7	██████████
4140 & 6140	OPN	Option 8	██████████
4240 & 6240	OMN&N	Option 9	██████████
4150 & 6150	OPN	Option 10	██████████
4250 & 6250	OMN&N	Option 11	██████████

*If option exercised.

F18S DELIVERY AT DESTINATION (JUN 2004)

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

Supply Officer
 Naval Undersea Warfare Center, Division Newport
 Naval Station Newport, Bldg. 47
 47 Chandler Street
 Newport, RI 02841-1708

F22S DELIVERY OF DATA (JUN 2004)

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

F30S PLACE OF PERFORMANCE (APR 2005)

Work will be performed at the Contractor's facility or other locations could include: CA; Washington, DC; Pawtuxet River, MD; and NUWCDIVTNPT as required by the statement of work.

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SECTION G CONTRACT ADMINISTRATION DATA

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

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

G2S INVOICE INSTRUCTIONS (NAVSEA -- SEP 2009) (NOV 2009)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Undersea Warfare Center Division, Newport, Rhode Island (NUWCDIVNPT) utilizes the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this 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

(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.*)

X	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI) Contractors MUST attach a completed SF-1035 in WAWF
Applies to CLINs/SLINS: ALL	
Issue DODAAC	N66604
Admin DODAAC	S2206A
Pay Office DODAAC	HQ0337
DCAA Auditor	HAA661
Service Approver DODAAC	N66604

ATTN CONTRACTORS:

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

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

A1: 97X4930.NH6A 000 77777 0 [REDACTED] 2F 000000 111111111111
AA: 97X4930.NH6A 000 77777 0 [REDACTED] 2F 000000 222222222222
A1: 1781811.H230 310 TTTT TTT 0 [REDACTED] 2D 000000 333333333333
AA: 1781811.H230 310 TTTT TTT 0 [REDACTED] 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:
[REDACTED]@navy.mil

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

- (g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NUWCDIVNPT WAWF point of contact, [REDACTED] at 401-[REDACTED] or [REDACTED]@navy.mil (alternate: [REDACTED] at 401-[REDACTED], [REDACTED]@navy.mil). For payment status, log into WAWF, scroll to the bottom of the page, and click on the link for "Pay Status (myinvoice - External Link)". Call or e-mail [REDACTED] at 401-[REDACTED] or [REDACTED]@navy.mil only if you cannot get the answer through the WAWF Website.

GI0S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (AUG 2005)

- (a) **Functions:** The Procuring Contracting Officer (PCO) for this contract is identified on the basic contract. Only the PCO can change the basic contract, and the PCO maintains primacy over the contract and all its task orders. The Task Order Ordering Officer of this Task Order is a warranted Ordering Officer of the Naval Undersea Warfare Center Division Newport. Unless otherwise noted, all references to "Ordering Officer" or "OO" in the text of this task order and the basic contract refer to the Task Order Ordering Officer. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Task Order Ordering Officer at any time.

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

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(c) The Task Order Negotiator and Primary Point of Contact is:

Name: [REDACTED]

Telephone: Commercial: 401-[REDACTED]; DSN: [REDACTED]

Fax: Commercial: 401-[REDACTED]; DSN: [REDACTED]

Email: [REDACTED]@navy.mil

(d) The Task Order Ordering Officer is:

Name: [REDACTED]

Telephone: Commercial: 401-[REDACTED]; DSN: [REDACTED]

Fax: Commercial: 401-[REDACTED]; DSN: [REDACTED]

Email: [REDACTED]@navy.mil

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(JUN 2010)

(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), (47), (51), (59), (62), (63), (64), and (70).

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

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

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G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

The contractor's senior technical representative, point of contact for performance under this task order is:

Name: [REDACTED]

Title: Vice President/Program Manager/STR

Mailing Address: 42 Valley Road, Middletown, RI 02842

E-mail Address: [REDACTED]@srminc.net

Telephone: 401-[REDACTED]; FAX: 401-[REDACTED]

G17S COR APPOINTMENT (JUN 2010)

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

Name: [REDACTED]

Code: 70T

Mailing Address: Naval Undersea Warfare Center Division, Newport, 1176 Howell Street, Building: 1351, Floor 3; Room:311-W16 , Newport, RI 02841

Telephone: Commercial (401) [REDACTED]; DSN [REDACTED]

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

(c) Alternate COR. In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the Alternate COR.

Name: NONE

(d) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Order Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, or basic contract PCO has issued a formal modification.

Accounting Data

SLINID	PR Number	Amount
410001	[REDACTED]	[REDACTED]
LLA :	[REDACTED]	
Standard Number:	[REDACTED]	

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Reference: RCP# [REDACTED]
ACRN AA; JON: [REDACTED]

610001 [REDACTED]
LLA : [REDACTED]
Standard Number: [REDACTED]
Reference: RCP# [REDACTED];
ACRN AA; JON: [REDACTED]

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 02

411001 [REDACTED]
LLA : [REDACTED]
Standard Number: [REDACTED]
Reference: RCP# [REDACTED];
ACRN: AA; JON: [REDACTED]

611001 [REDACTED]
LLA : [REDACTED]
Standard Number: [REDACTED]
Reference: RCP# [REDACTED];
ACRN: AA; JON: [REDACTED]

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H14S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-4

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

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

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

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

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

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

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

(h) This clause applies to Statement of Work task(s):4.1 & 4.2

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

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

NUWC Accrual Date: [REDACTED]

H40S KEY PERSONNEL (FEB 2007)

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

Name	Labor Category
[REDACTED]	Program Manager III
[REDACTED]	Management Analyst II

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.

Subcontractors - NONE

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: NUWCDIVNPT.

(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 NUWCDIVNPT 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.

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

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

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

Wage Determination #:05-2467 Revision: 09 Area: Rhode Island, Statewide

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

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

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

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

The site will provide the appropriate WD.

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SECTION I CONTRACT CLAUSES

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

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

52.222-41 Service Contract Act (1965), as amended NOV 2007

52.222-54 Employment Eligibility Verification (Jan 2009)

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

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

(1) Means any item of supply that is—

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

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

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

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

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

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

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

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

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

(b) *Enrollment and verification requirements.*

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

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

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(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

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

(i) *All new employees.*

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

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

(1) *Is for—*

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

(ii) Construction;

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

(3) Includes work performed in the United States.

52.245-1 GOVERNMENT PROPERTY (June 2007)

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

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

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

Employee Class Monetary Wage - Fringe Benefits

NOTE TO CONTRACTORS: EMPLOYEE CLASSES AND EQUIVALENT GOVERNMENT RATES CAN BE FOUND AT THE FOLLOWING DEPARTMENT OF LABOR AND OFFICE OF PERSONNEL MANAGEMENT WEBSITES -

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

[HTTP://WWW.DOL.GOV/ESA/REGS/COMPLIANCE/WHD/WAGE/SCADIRV5/SCADIRECTVERS5.PDF](http://www.dol.gov/esa/regs/compliance/whd/wage/scadirv5/scadirectvers5.pdf)

GOVERNMENT EQUIVALENT GS LEVELS:

[HTTP://WWW.DOL.GOV/ESA/REGS/COMPLIANCE/WHD/WEB/INDEX.HTM](http://www.dol.gov/esa/regs/compliance/whd/web/index.htm) and

OFFICE OF PERSONNEL MANAGEMENT: [HTTP://WWW.OPM.GOV/OCA/06TABLES/](http://www.opm.gov/OCA/06TABLES/)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS

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(APR 1993)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

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SECTION J LIST OF ATTACHMENTS

Task Order Administration Plan (JUN 2010)

Contract Data Requirements List with Addendum

Government Furnished Property Listing