

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. 17	3. EFFECTIVE DATE 27-May-2009	4. REQUISITION/PURCHASE REQ. NO. N66604-09-MR-59647		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N66604	7. ADMINISTERED BY (If other than Item 6) CODE		S2404A

NUWC, NEWPORT DIVISION
 Simonpietri Drive, Building 11
 Newport RI 02841-1706
 anne-marie.rosa@navy.mil 401-832-7651

DCMA VIRGINIA
 10500 BATTLEVIEW PARKWAY, SUITE 200
 MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) American Systems Corporation 13990 Parkeast Circle Chantilly VA 20151	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	[X] 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4010-N401
	10B. DATED (SEE ITEM 13) 30-Jun-2006
CAGE CODE 61443	FACILITY CODE 077799799

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) Bilateral; FAR 52.217-8 'Option to Extend Services (NOV 1999)'; See Page 2 for add'l authorities

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>		BY <i>(Signature of Contracting Officer)</i>	

CONTRACT NO. N00178-04-D-4010	DELIVERY ORDER NO. N401	PAGE 2 of 7	DRAFT
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GENERAL INFORMATION

Distribution: KR, 0221, DFAS-HQ0338, HQ02 P. Simone, 8191 C. Bogie, 1193 M. Merriwether, 1193 J. Feirouz, 11A D. Richards

FSC: R414

MODIFICATION Number: 17

NUWCDIVNPT Control Number: 093119

NUWCDIVNPT Requisition Number(s): N66604-9020-5002 & N66604-9131-5544

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

The purpose of this modification is to:

1. Shift ceiling from multiple CLINs to establish NWCF funded CLINs as shown below
2. Revise Clause B30S
3. Revise Clause B42S
4. Revise SOW to indicate that NWCF funding applies to tasking
5. Revise Clause F1S
6. Revise Clause G2S
7. Revise Clause G17S
8. Provide additional funding

Authority: FAR 52.217-8 "Option to Extend Services (NOV 1999)", FAR 52.232-22 "Limitation of Funds (APR 1984)" and FAR 43.103(a) "Administrative"

SECTION B -

1. Shift Ceilings to establish the NWCF CLINs as follows:

- 1a. Shift ceiling from CLIN 1100 to CLIN 4303:

CLIN:	1100	FROM	BY	TO
	Cost	\$ 53,738	\$ (18,649)	\$ 35,089
	Fee	\$ 3,462	\$ (1,201)	\$ 2,261
	Total	\$ 57,200	\$ (19,850)	\$ 37,350
	Hours	336	(117)	219

CLIN:	4303	FROM	BY	TO
	Cost	\$0.00	\$ 18,649	\$ 18,649
	Fee	\$0.00	\$ 1,201	\$ 1,201
	Total	\$0.00	\$ 19,850	\$ 19,850
	Hours	0	117	117

- 1b. Shift ceiling from CLIN 1101 to CLIN 4303:

CLIN:	1101	FROM	BY	TO
	Cost	\$ 133,587	\$ (21,973)	\$ 111,614
	Fee	\$ 8,677	\$ (1,427)	\$ 7,250
	Total	\$ 142,264	\$ (23,400)	\$ 118,864
	Hours	814	(134)	680

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CLIN:	4303	FROM	BY	TO
	Cost	\$ 18,649	\$ 21,973	\$ 40,622
	Fee	\$ 1,201	\$ 1,427	\$ 2,628
	Total	\$ 19,850	\$ 23,400	\$ 43,250
	Hours	117	134	251

1c. Shift ceiling from CLIN 1203 to CLIN 4303:

CLIN:	1203	FROM	BY	TO
	Cost	\$ 67,463	\$ (25,337)	\$ 42,126
	Fee	\$ 4,430	\$ (1,663)	\$ 2,767
	Total	\$ 71,893	\$ (27,000)	\$ 44,893
	Hours	396	(149)	247

CLIN:	4303	FROM	BY	TO
	Cost	\$ 40,622	\$ 25,337	\$ 65,959
	Fee	\$ 2,628	\$ 1,663	\$ 4,291
	Total	\$ 43,250	\$ 27,000	\$ 70,250
	Hours	251	149	400

1d. Shift ceiling from CLIN 1101 to CLIN 4304:

CLIN:	1101	FROM	BY	TO
	Cost	\$ 111,614	\$ (30,147)	\$ 81,467
	Fee	\$ 7,250	\$ (1,958)	\$ 5,292
	Total	\$ 118,864	\$ (32,105)	\$ 86,759
	Hours	680	(184)	496

CLIN:	4304	FROM	BY	TO
	Cost	\$0.00	\$ 30,147	\$ 30,147
	Fee	\$0.00	\$ 1,958	\$ 1,958
	Total	\$0.00	\$ 32,105	\$ 32,105
	Hours	0	184	184

1e. Shift ceiling from CLIN 1102 to CLIN 4304:

CLIN:	1102	FROM	BY	TO
	Cost	\$ 135,055	\$ (27,201)	\$ 107,854
	Fee	\$ 8,883	\$ (1,789)	\$ 7,094
	Total	\$ 143,938	\$ (28,990)	\$ 114,948
	Hours	814	(164)	650

CLIN:	4304	FROM	BY	TO
	Cost	\$ 30,147	\$ 27,201	\$ 57,348
	Fee	\$ 1,958	\$ 1,789	\$ 3,747
	Total	\$ 32,105	\$ 28,990	\$ 61,095
	Hours	184	164	348

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1f. Shift ceiling from CLIN 1200 to CLIN 4304:

CLIN:	1200	FROM	BY	TO
Cost	\$ 35,061	\$ (35,061)	\$0.00	
Fee	\$ 2,284	\$ (2,284)	\$0.00	
Total	\$ 37,345	\$ (37,345)	\$0.00	
Hours	220	(220)	0	

CLIN:	4304	FROM	BY	TO
Cost	\$ 57,348	\$ 35,061	\$ 92,409	
Fee	\$ 3,747	\$ 2,284	\$ 6,031	
Total	\$ 61,095	\$ 37,345	\$ 98,440	
Hours	348	220	568	

1g. Shift ceiling from CLIN 1201 to CLIN 4304:

CLIN:	1201	FROM	BY	TO
Cost	\$ 65,072	\$ (4,976)	\$60,096	
Fee	\$ 4,238	\$ (324)	\$3,914	
Total	\$ 69,310	\$ (5,300)	\$64,010	
Hours	396	(30)	366	

CLIN:	4304	FROM	BY	TO
Cost	\$ 92,409	\$ 4,976	\$ 97,385	
Fee	\$ 6,031	\$ 324	\$ 6,355	
Total	\$ 98,440	\$ 5,300	\$ 103,740	
Hours	568	30	598	

1h. Shift ceiling from CLIN 1201 to CLIN 4305:

CLIN:	1201	FROM	BY	TO
Cost	\$ 60,096	\$ (18,449)	\$41,647	
Fee	\$ 3,914	\$ (1,201)	\$2,713	
Total	\$ 64,010	\$ (19,650)	\$44,360	
Hours	366	(112)	254	

CLIN:	4305	FROM	BY	TO
Cost	\$0.00	\$ 18,449	\$ 18,449	
Fee	\$0.00	\$ 1,201	\$ 1,201	
Total	\$0.00	\$ 19,650	\$ 19,650	
Hours	0	112	112	

1i. Shift ceiling from CLIN 1202 to CLIN 4305:

CLIN:	1202	FROM	BY	TO
Cost	\$ 66,329	\$ (47,352)	\$18,977	
Fee	\$ 4,340	\$ (3,098)	\$1,242	
Total	\$ 70,669	\$ (50,450)	\$20,219	
Hours	396	(283)	113	

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CLIN:	4305	FROM	BY	TO
	Cost	\$18,449.00	\$ 47,352	\$ 65,801
	Fee	\$1,201.00	\$ 3,098	\$ 4,299
	Total	\$19,650.00	\$ 50,450	\$ 70,100
	Hours	112	283	395

1j. Shift ceiling from CLIN 4202 to CLIN 4305:

CLIN:	4202	FROM	BY	TO
	Cost	\$ 38,413	\$ (6,564)	\$31,849
	Fee	\$ 2,552	\$ (436)	\$2,116
	Total	\$ 40,965	\$ (7,000)	\$33,965
	Hours	220	(38)	182

CLIN:	4305	FROM	BY	TO
	Cost	\$65,801.00	\$ 6,564	\$ 72,365
	Fee	\$4,299.00	\$ 436	\$ 4,735
	Total	\$70,100.00	\$ 7,000	\$ 77,100
	Hours	395	38	433

1k. Shift ceiling from CLIN 3102 to CLIN 6303:

CLIN	3102	FROM	BY	TO
	cost	\$ 15,103	\$ (2,103)	\$13,000

CLIN	6303	FROM	BY	TO
	cost	\$0.00	\$ 2,103	\$ 2,103

1l. Shift ceiling from CLIN 3200 to CLIN 6303:

CLIN	3200	FROM	BY	TO
	cost	\$ 122	\$ (122)	\$0.00

CLIN	6303	FROM	BY	TO
	cost	\$2,103.00	\$ 122	\$ 2,225

1m. Shift ceiling from CLIN 3202 to CLIN 6303:

CLIN	3202	FROM	BY	TO
	cost	\$ 7,415	\$ (2,415)	\$5,000

CLIN	6303	FROM	BY	TO
	cost	\$2,225.00	\$ 2,415	\$ 4,640

1n. Shift ceiling from CLIN 3103 to CLIN 6303:

CLIN	3103	FROM	BY	TO
	cost	\$ 28,393	\$ (5,400)	\$22,993

CLIN	6303	FROM	BY	TO
	cost	\$4,640	\$ 5,400	\$ 10,040

1o. Shift ceiling from CLIN 3103 to CLIN 6304:

CLIN	3103	FROM	BY	TO
	cost	\$ 22,993	\$ (3,446)	\$19,547

CLIN	6304	FROM	BY	TO
	cost	\$0.00	\$ 3,446	\$ 3,446

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1p. Shift ceiling from CLIN 3203 to CLIN 6304:

CLIN	3203	FROM	BY	TO
	cost	\$ 7,014	\$ (2,707)	\$4,307

CLIN	6304	FROM	BY	TO
	cost	\$3,446	\$ 2,707	\$ 6,153

1q. Shift ceiling from CLIN 6101 to CLIN 6304:

CLIN	6101	FROM	BY	TO
	cost	\$ 14,396	\$ (6,800)	\$7,596

CLIN	6304	FROM	BY	TO
	cost	\$6,153	\$ 6,800	\$ 12,953

1r. Shift ceiling from CLIN 6101 to CLIN 6305:

CLIN	6101	FROM	BY	TO
	cost	\$ 7,596	\$ (400)	\$7,196

CLIN	6305	FROM	BY	TO
	cost	\$0.00	\$ 400	\$ 400

1s. Shift ceiling from CLIN 6102 to CLIN 6305:

CLIN	6102	FROM	BY	TO
	cost	\$ 7,595	\$ (3,798)	\$3,797

CLIN	6305	FROM	BY	TO
	cost	\$400	\$ 3,798	\$ 4,198

1t. Shift ceiling from CLIN 6201 to CLIN 6305:

CLIN	6201	FROM	BY	TO
	cost	\$ 7,011	\$ (3,505)	\$3,506

CLIN	6305	FROM	BY	TO
	cost	\$4,198	\$ 3,505	\$ 7,703

1u. Shift ceiling from CLIN 6202 to CLIN 6305:

CLIN	6202	FROM	BY	TO
	cost	\$ 3,996	\$ (1,998)	\$1,998

CLIN	6305	FROM	BY	TO
	cost	\$7,703	\$ 1,998	\$ 9,701

2. Revise Clause B30S to reflect the above ceiling shifts
3. Establish new SLINs as follows: 430301 & 630301

SECTION C - Revise SOW to indicate that NWCF CLINs apply to the tasking.

SECTION F - Revise Clause F1S to add NWCF CLINs

SECTION G -

1. Revise Clause G2S to change the WAWF notification recipient.
2. Revise Clause G17S to change the TOM from Christopher Bogie to Paul Simone
3. Add Accounting and Appropriation Data. LLA C1/430301 & C1/630301 are added by this modification.

SECTION H - Change Clause H31S to reflect additional funds.

NOTE: As a result of this option exercise and above ceiling shifts, the task order value is decreased from \$714,822.00

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by \$112,819.00 to \$602,003.00. The total value of the task order (base plus all options) remains unchanged.

All other task order terms and conditions remain unchanged.

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

1000 UNDERSEA WARFARE
SERVICES

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1100	Base Year (RDT&E)	219.0	LH	\$35,089.00	\$2,261.00	\$37,350.00
110001	Funding A1 (RDT&E)					
110002	Funding A2 (RDT&E)					
110003	Funding A3 (RDT&E)					
1101	Option 1 (RDT&E)	496.0	LH	\$81,467.00	\$5,292.00	\$86,759.00
110101	Funding A5 (RDT&E)					
110102	Funding A6 (RDT&E)					
110103	Funding A7 (RDT&E)					
110104	Funding A8 (RDT&E)					
1102	Option 2 (RDT&E)	650.0	LH	\$107,854.00	\$7,094.00	\$114,948.00
110201	Funding B1 (RDT&E)					
110202	B2 \$24,224.00 (RDT&E)					
110203	B3 \$17,724.00 (RDT&E)					
110204	B4 \$21,000.00 (RDT&E)					
110205	B5 \$12,000.00 (RDT&E)					
1103	Option 3 (RDT&E)	814.0	LH	\$138,447.00	\$9,067.00	\$147,514.00
110301	B6 \$12,000.00 (RDT&E)					
110302	B7 \$8,000.00 (RDT&E)					

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110303	B8	\$20,000.00			
		(RDT&E)			
110304	B9	\$17,379.00			
		(RDT&E)			
1200	Base Year (OPN) Option	0.0 LH	\$0.00	\$0.00	\$0.00
1201	Option 1 (OPN)	254.0 LH	\$41,647.00	\$2,713.00	\$44,360.00
120101	Funding ACRN A4 (OPN)				
1202	Option 2 (OPN)	113.0 LH	\$18,977.00	\$1,242.00	\$20,219.00
120201	Funding A9 (OPN)				
1203	Option #7 (option is renumbered per modification 16) (OPN) Option	247.0 LH	\$42,126.00	\$2,767.00	\$44,893.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

3000	ODC/Material/Travel (including burdens, no fee)			\$0.00
3100	Base Year (RDT&E)	1.0	Lot	\$11,506.00
310001	Funding A1 (RDT&E)			
310002	Funding A3 (RDT&E)			
3101	Option 1 (RDT&E)	1.0	Lot	\$14,463.00
310101	Funding A5 (RDT&E)			
310102	Funding A6 (RDT&E)			
310103	Funding A8 (RDT&E)			
3102	Option 2 (RDT&E)	1.0	Lot	\$13,000.00
310201	Funding B1 (RDT&E)			
310202	B3 \$6,500.00 (RDT&E)			
3103	Option 3 (RDT&E)	1.0	Lot	\$19,547.00

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310301 B7 \$10,000.00
(RDT&E)

310302 B9 \$2,000.00
(RDT&E)

3200 Base Year (OPN) 1.0 Lot \$0.00
Option

3201 Option 1 (OPN) 1.0 Lot \$7,047.00

320101 Funding ACRN A4
(OPN)

3202 Option 2 (OPN) 1.0 Lot \$5,000.00

320201 Funding A9 (OPN)

3203 Option #7 1.0 Lot \$4,307.00
(option is
renumbered per
modification 16)
(OPN)
Option

For Cost Type Items:

4000 Undersea Warfare
Services (if
Basic SEAPORT-e
contract option
is exercised).

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4101	Option 5 (RDT&E) Option	814.0	LH	\$140,309.00	\$9,216.00	\$149,525.00
4102	Option 6 (RDT&E) Option	418.0	LH	\$73,059.00	\$4,804.00	\$77,863.00
4201	Option #8 (option renumbered by modification 16) (OPN) Option	396.0	LH	\$68,326.00	\$4,499.00	\$72,825.00
4202	Option #9 (option renumbered by modification 16) (OPN) Option	182.0	LH	\$31,849.00	\$2,116.00	\$33,965.00
4303	Option 10 - NWCF (WCF)	400.0	LH	\$65,959.00	\$4,291.00	\$70,250.00
430301	C1 \$60,000.00 (WCF)					

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4304	Option 11 - NWCF (WCF) Option	598.0 LH	\$97,385.00	\$6,355.00	\$103,740.00
4305	Option 12 - NWCF (WCF) Option	433.0 LH	\$72,365.00	\$4,735.00	\$77,100.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

6000	ODC/Material/Travel (including burdens, no fee) - if Basic SEAPORT-e is exercised			\$0.00
6101	Option 5 (RDT&E) Option	1.0	Lot	\$7,196.00
6102	Option 6 (RDT&E) Option	1.0	Lot	\$3,797.00
6201	Option #8 (option renumbered per modification 16) (OPN) Option	1.0	Lot	\$3,506.00
6202	Option #9 (option renumbered per modification 16) (OPN) Option	1.0	Lot	\$1,998.00
6303	Option 10 - NWCF (WCF)	1.0	Lot	\$10,040.00
630301	C1 \$1,000.00 (WCF)			
6304	Option 11 - NWCF (WCF) Option	1.0	Lot	\$12,953.00
6305	Option 12 - NWCF (WCF) Option	1.0	Lot	\$9,701.00

B30S LEVEL OF EFFORT - TERM (NOV 2005)

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

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CLIN	Funding Type	Base or Option #	Man-Hours
1100	RDT&E	Base	219
1101	RDT&E	Option 1	496
1102	RDT&E	Option 2	650
1103	RDT&E	Option 3	814
4100	RDT&E	Option 4	Eliminated in Mod 16; hours shifted to CLIN 1103
4101	RDT&E	Option 5	814
4102	RDT&E	Option 6	418
		Totals	3,411
1200	OPN	Base	Eliminated in Mod 17; hours shifted to CLIN 4304
1201	OPN	Option 1	254
1202	OPN	Option 2	113
1203	OPN	Option 7	247
4200	OPN	Option 4	Eliminated in Mod 16; hours shifted to CLIN 1203
4201	OPN	Option 8	396
4202	OPN	Option 9	182
		Totals	1,341
4303	NWCF	Option 10	400
4304	NWCF	Option 11	598
4305	NWCF	Option 12	433
		Totals	1,282

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

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

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

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

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

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

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

(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.

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

- (1) The total number of man-hours of direct labor expended;
- (2) A breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the task order schedule, including the identification of the key employees utilized;
- (3) The Contractor's estimate of the total allowable cost incurred under the task order.
- (4) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

B42S OPTIONS (JUN 2005)

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

Option No.	Line Item	Fund Type	Exercise Date - No Later Than
1	1101/3101	RDT&E	31-Dec-06
2	1102/3102	RDT&E	31-Dec-07
3	1103/3103	RDT&E	31-Dec-08
4	4100/6100	RDT&E	Eliminated via mod. 16
5	4101/6101	RDT&E	31-Dec-09
6	4102/6102	RDT&E	31-Dec-10
1	1201/3201	OPN	31-Dec-06
2	1202/3202	OPN	31-Dec-07
7	1203/3203	OPN	30-Apr-09
4	4200/6200	OPN	Eliminated via mod. 16
8	4201/6201	OPN	31-Dec-09
9	4202/6202	OPN	31-Dec-10
10	4303/6303	NWCF	29-May-09
11	4304/6304	NWCF	31-Dec-09
12	4305/6305	NWCF	31-Dec-10

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

The Naval Undersea Warfare Center Division Newport (NUWCDIVNPT) operates the Navy's full spectrum of research, development, test and evaluation, engineering, and Fleet support for submarines, autonomous underwater systems, and offensive and defensive weapon systems associated with USW. This includes coordination of applied research, advanced technology development, independent research, and the assessment of new and emerging technologies that apply to sonar, combat, communications, and weapons systems.

As the U.S. Navy's Principal Development Activity for Undersea Warfare (USW) systems technology development and exploration, NUWCDIVNPT coordinates a wide range of Undersea Warfare basic and applied research, advanced technology development, independent research, science and technology, and advanced research programs and specializes in technologies that apply to submarine platforms and various underwater systems including sonar, combat, sensor, communications, and weapons systems.

2.0 SCOPE

The contractor shall perform essential analyses and evaluations of Undersea Warfare (USW) programs, Department of Defense (DoD) studies, Science and Technology programs, Joint Allied USW programs and global military projections, and other similar development projects within the purview of the NUWCDIVNPT. The contractor shall utilize his knowledge, technical expertise, and GFI to assess tactical options, systems development and testing, commercial technologies, and cost effective methodologies applications to U.S. Navy underwater sonar, combat, sensor, communications, and weapons systems. Strategic, technology, investment, and organization planning support services shall include:

- Developing position papers and assessment of tactical options
- Developing engineering analyses
- Developing technical review comments and assessment of technical decisions
- Developing recommended performance metrics and measurement standards
- Developing business case analyses

3.0 APPLICABLE DOCUMENTS

Standards and specifications that are applicable to the work to be performed under this contract are listed below. The latest or revised DOD/WL standards or specifications apply.

DODINST 5000.1 Defense Acquisition

DODINST 5000.2 Defense Acquisition Management Policies and Procedures

DOD Manual 5000.2M Defense Acquisition Management Documentation and Reports

NAVSEA 5400.57A

NAVSEA 5400.97A Delegation of Technical Responsibility and Authority

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Engineering and Technical Authority Policy

MIL-HDBK-470 Maintainability Program for Systems and Equipment

MIL-STD-961D Department of Defense Standard Practice for Defense Specifications

MIL-M-24784 Manual, Technical: General Acquisition and Preparation Requirements

NAVSEAINST 4720.14 Temporary Alterations to Active Fleet Submarines

CNO guidance 2005

NAVSEA guidance 2005

SeaPower 21

4.0 REQUIREMENTS

The contractor shall perform the technical services as set forth in Tasks A through D in accordance with the Applicable Documents, Paragraph 3.0 and Government Furnished Information (GFI), Paragraph 6.0, as they relate to specific areas of interest including:

- Submarine Combat Systems Requirements
 - o Trident Command and Control System (CCS)
 - o SSN and SSBN Combat Control Systems
- Autonomous Systems Requirements
 - o Unmanned Undersea Vehicles
- Undersea Weapons and Defensive Warfare Requirements
 - o Torpedo Weapons Systems
 - o SSN/Undersea Weapons Integration
 - o Signal Analysis Systems (i.e. AN/WSQ-9)
 - o Launcher System Requirements
- Submarine Platform Modernization Requirements
 - o SEAWOLF
 - o Ohio Class
 - o Virginia Class
 - o SSGN
- Undersea Warfare Science and Technology Programs

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- Undersea Warfare Investment Strategies
- Joint Allied Undersea Warfare Programs
- Operational Metrics and Requirements
- o Undersea Warfare Systems Effectiveness
- o Operational Effectiveness
- o Fleet Support Effectiveness

RDT&E,N & NWCF

The following tasking is to be performed with RDT&E,N & NWCF funding and will support RDT&E programs, corresponding to RDT&E CLINs 1100, 1101, 1102, 1103, 3100, 3101, 3102, 3103, 4100, 4101, 4102, 4103, 6000, 6100, 6101, 6102 and NWCF CLINs: 4303, 4304, 4305, 6303, 6304, 6305.

4.1 Task A: Engineering, Analytical, and Technical Services

Regarding areas identified in Paragraph 4.0, the contractor shall review existing and proposed program documentation (GFI) and attend industry, strategy, budget, fleet support, and program plan meetings and briefings to obtain information. The contractor shall provide engineering, analytic, and technical services, perform special analyses, evaluations, and assessments, and conceptualize and develop draft documents including the specific areas of interest identified in Paragraph 4.0.

Assessments shall take into account Undersea Warfare Modernization Plans, budgetary constraints/plans, and organizational initiatives resulting from DOD, DON, ASN, and NAVSEA policy decisions.

The contractor shall provide documentation in accordance with CDRLs A001, A002, and A003.

4.2 Task B: Assessment of System Capabilities

The contractor shall review and evaluate high-level program and technical data and provide reports on this data to NUWC DIVNPT senior management that assess estimates of system capabilities (including sonar, communications, sensor, communications, weapon, and combat systems); the resulting platform characteristics; and the technology requirements to meet these needs. The contractor shall provide white papers and technical evaluation reports addressing various options, models, scenarios, and analyze and identify technology and platform/system performance requirements. The contractor shall apply the results of system analyses and at-sea data acquisition (if applicable) to develop business case analyses, technology assessments, and risk/impact analyses. In so doing, the Contractor shall:

- 4.2.1 Provide technical reviews and assessments of preliminary Department strategic initiatives.
- 4.2.2 Provide expert technical assessments for the Government to use in the planning and implementing of NUWC DIVNPT's undersea modernization programs and evolutionary development processes.
- 4.2.3 Provide high-level technical assessments of future proposed new business initiatives. The contractor shall provide documentation in accordance with CDRLs A001, A002, and A003.

4.3 Task C: Assessment of Fleet Support

The contractor shall utilize current and future program/project training documentation (GFI) and information it obtains by attending meetings and briefings to provide engineering, technical, and scientific reviews and assessments with respect to Fleet training, to perform Fleet training-related technical analyses, evaluations, and assessments, and to conceptualize and provide potential solutions for special areas of Fleet training interest.

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The reviews shall include analyses of NUWCDIVNPT's effectiveness in meeting the Fleet requirements and quantitative, continuous assessments of NUWCDIVNPT's overall performance in Fleet and Undersea Warfare Support using existing or special purpose metrics. Analyses may include:

- Timeliness of NUWCDIVNPT's response to emergent Fleet requirements
- Cost efficiency
- Effectiveness of at-sea test events
- Completeness of products/solutions/program plans
- Quality and effectiveness of Fleet training (when required)
- Quality of documentation

The contractor shall provide documentation in accordance with CDRLs A001, A002, and A003.

OP,N & NWCF

The following tasking is to be performed with OP,N & NWCF funding and will support OP,N programs, corresponding to OPN CLINs 1200, 1201, 1202, 1203, 3200, 3201, 3202, 3203, 4200, 4201, 4202, 6200, 6201, 6202 and NWCF CLINs: 4303, 4304, 4305, 6303, 6304, 6305.

4.4 Task D: Assessment of Tactical Options

Regarding areas in Paragraph 4.0, the contractor shall prepare technical assessments of tactical options regarding platforms and battle groups' employment of underwater systems. The contractor shall utilize his technical expertise of undersea warfare and systems to develop detailed assessments of tactical options and prospective Science and Technology initiatives. The assessments shall include considerations for technical feasibility, emergent fleet requirements, design concepts, and engineering studies regarding potential technical responses to known and emerging requirements. Assessments of tactical options may include:

- Platform/system modernization
- System functionality (sonar, communication, sensor, weapon, combat systems, etc.)
- Technologies reducing costs of existing capabilities
- Human factors/operator interface evaluations
- Other emerging technologies

The contractor shall provide documentation in accordance with CDRLS A001, A002, and A003.

5.0 GOVERNMENT FURNISHED INFORMATION

- Program Plans related to all NUWCDIVNPT undersea warfare programs referenced in the Section 4.0 (Requirements) of the SOW, Enclosure 1.
- Technical briefings related to all NUWCDIVNPT undersea warfare programs referenced in the Section 4.0 (Requirements) of the SOW, Enclosure 1, given to NUWCDIVNPT created by NAVSEA.
- Technical briefings related to all NUWCDIVNPT undersea warfare programs referenced in the Section 4.0 (Requirements) of the SOW, Enclosure 1, given to NAVSEA created by NUWCDIVNPT.

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- Technical briefings related to all NUWC DIVNPT undersea warfare programs referenced in the Section 4.0 (Requirements) of the SOW, Enclosure 1, created internal NUWC DIVNPT codes for NUWC DIVNPT codes.
- Technical documents/standards related to all NUWC DIVNPT undersea warfare programs referenced in the Section 4.0 (Requirements) of the SOW, Enclosure 1, for all undersea warfare programs.
- Defense and Navy Planning Guidance
- Technical and Program Planning Data
- Strategic and Planning Data
- Technical Specifications, Requirements Documents, and Study Reports

GFI will be provided upon award of contract or as it becomes available. GFI will be returned upon completion of work.

The TOM will provide a schedule of tasking in the form of a Work Schedule Direction that will detail the SOW Tasks, specific program tasking falling within those SOW Tasks, and associated deliverables expected of the contractor. This Work Schedule Direction will also identify the specific GFI to be utilized to perform these tasks. The provision of this Work Schedule Tasking will be based on the provided incremental funding. The TOM will forward the detailed GFI relating to the specific program(s) to be analyzed and/or evaluated.

6.0 SECURITY

The performance of work under this delivery order will require access to information at up to the SECRET (NOFORN) security classification. All key personnel performing these tasks must be cleared at this level.

7.0 QUALITY SURVEILLANCE AND PERFORMANCE STANDARDS

Contractor performance will be evaluated based upon how well the services support the overall Scope defined in SOW paragraph 2.0. Specifically, performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality and responsiveness will be evaluated based upon the government experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet agreed upon schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to agreed-upon costs. 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.

8.0 PROGRESS REPORTS

The Contractor shall deliver monthly cost and performance reports in accordance with clause C16S COST AND PERFORMANCE REPORTING (MAY 2001)

C16S COST AND PERFORMANCE REPORTING (MAY 2005)

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

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

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

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(2) Scope and Content.

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

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

(3) Submission and Approval.

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

(ii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWC DIVNPT Code 591 .

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

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

(2) Content.

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

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

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

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

(v) Report all trips and significant results.

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

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

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

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

(3) Submission and Approval.

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

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

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

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

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

C24S SECURITY REQUIREMENTS (OCT 2004)

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

C25S ACCESS TO GOVERNMENT SITE (APR 2008)

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

<http://www.opm.gov/forms/index.asp>

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

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

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

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Occupational Safety and Health Information for Contractors" prior to commencing performance at any NUWCDIVNPT site. This document is available at:

<http://www.nuwc.navy.mil/npt/Visit/visit.htm>

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at

<http://www.nuwc.navy.mil/npt/Visit/visit.htm>

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at

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<http://www.nuwc.navy.mil/npt/Visit/visit.htm>

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWC DIVNPT, 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 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.

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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 (NISPO) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this task order. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Task Order Ordering Officer.
- (d) Release of all technical data is subject to NUWCDIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).
- (e) All copies of CDRL items under this task order, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport

Contract, Order, and ELIN Numbers

Report Title

Date of Report

Contractor Name (division which generated the report)

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

Contractor's Business Address

Task Order Dollar Amount

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

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SECTION E INSPECTION AND ACCEPTANCE

E14S INSPECTION AND ACCEPTANCE OF SERVICES (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
1100 & 3100	RDT&E	Base	6/30/06 - 10/18/06
1200 & 3200	OPN	Base	6/30/06 - 10/18/06
1101 & 3101	RDT&E	Option 1	1/22/07 - 10/31/07
1201 & 3201	OPN	Option 1	10/19/06 - 9/30/07
1102 & 3102	RDT&E	Option 2	11/1/07 - 9/30/08
1202 & 3202	OPN	Option 2	10/1/07 - 9/30/08
1103 & 3103	RDT&E	Option 3	11/10/08 - 9/30/09
1203 & 3203	OPN	Option 7	10/1/08 - 9/30/09*
4303 & 6303	NWCF	Option 10	5/28/09 - 9/30/09
4100 & 6100	RDT&E	Option 4	Eliminated in Mod 16, ceiling combined with Option #3
4200 & 6200	OPN	Option 4	Eliminated in Mod 16, ceiling combined with Option #7
4101 & 6101	RDT&E	Option 5	10/1/09 - 9/30/10*
4201 & 6201	OPN	Option 8	10/1/09 - 9/30/10*
4304 & 6304	NWCF	Option 11	10/1/09 - 9/30/10*
4102 & 6102	RDT&E	Option 6	10/1/10 - 6/29/11*
4202 & 6202	OPN	Option 9	10/1/10 - 6/29/11*
4305 & 6305	NWCF	Option 12	10/1/10 - 6/29/11*

* if option is 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

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Requirements List (CDRL), which is an exhibit to this task order. Any change in the delivery of data must be made by a formal task order modification.

F30S PLACE OF PERFORMANCE (APR 2005)

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

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SECTION G CONTRACT ADMINISTRATION DATA

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

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

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

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Undersea Warfare Center Division, Newport, Rhode Island (NUWC DIVNPT) utilizes the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this order. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this order shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document

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	S2404A
Pay Office DODAAC	HQ0338
DCAA Auditor	HAA210
Service Approver DODAAC	N66604
LPO DODAAC	Leave Blank

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

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

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

Send Additional Email Notification To:
paul.simone@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 NUWC DIVNPT WAWF point of contact, Jerry Palmer at 401-832-1645 or gerard.palmer@navy.mil (alternate: Catharine Costakos at 401-832-1488, catharine.costakos@navy.mil). For financial questions about WAWF, please contact Barbara Sangeado at 401-832-4952 or barbara.sangeado@navy.mil

GIOS CONTRACTUAL AUTHORITY AND COMMUNICATIONS (AUG 2005)

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

(b) Authority: The Task Order Ordering Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Task Order Ordering Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing

and signed by the Task Order Ordering Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

(c) The Task Order Ordering Officer is:

Name: Elizabeth Alexander

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Telephone: Commercial: 401-832-3230; DSN: 432-3230

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

Email: elizabeth.alexander@navy.mil

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(MAY 2006)

(a) The cognizant Administrative Contracting Office for this task order is identified in Block 6 on page one of this task order.

(b) **TASK ORDER ORDERING OFFICER RETAINED FUNCTIONS.** The Task Order Ordering Officer retains the administrative functions described in FAR 42.302(a) and listed below. These functions will be accomplished as set forth in the attached JA4S Task Order Administration Plan.

(3) Conduct post-award orientation conferences.

(40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.

(44) Perform engineering analyses of contractor cost proposals.

(45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.

(46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.

(47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

(c) **TASK ORDER ACO DELEGATED FUNCTIONS.** The task order Administrative Contracting Officer (ACO) is delegated the following functions:

(1) All other functions of FAR 42.302(a) except (3), (22), (25), (29), (40), (44), (45), (46), (47), (51), (59), (62), (63), (64), and (70).

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

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

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

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

Name: Kenneth A. Fazio

Title: Senior Technical Representative

Mailing Address: 13990 Parkeast Circle, Chantilly, VA 20151

E-mail Address: kenneth.fazio@2asc.com

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Telephone: (703)968-6300 FAX: (703) 968-5151

G17S TOM APPOINTMENT (AUG 2005)

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

Name: Paul Simone; Code: HQ02

Mailing Address: Naval Undersea Warfare Center Division, Newport, 1176 Howell Street, Building: 1320; Rm 523, Newport, RI 02841

Telephone: (401) 832-5897 Commercial; DSN 432-5897

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

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

Accounting Data

SLINID	PR Number	Amount
110001	N66604-6066-1598	12500.00
LLA :		
A1 97X4930.NH6A 000 77777 0 066604 2F 000000 81910K349806		
Standard Number: 0049084		
310001	N66604-6066-1601	2500.00
LLA :		
A1 97X4930.NH6A 000 77777 0 066604 2F 000000 81910K349806		
Standard Number: 0049084		

MOD 1

110002	N66604-6180-1631	9685.00
LLA :		
A2 97X4930.NH6A 000 77777 0 066604 2F 000000 81910FW34026		
Standard Number: 0049084		
110003	N66604-6180-1632	15000.00
LLA :		
A3 97X4930.NH6A 000 77777 0 066604 2F 000000 81910P349806		
Standard Number: 0049084		
310002	N66604-6180-1633	9006.00
LLA :		
A3 97X4930.NH6A 000 77777 0 066604 2F 000000 81910P349806		
Standard Number: 0049084		

MOD 3

120101	N66604-6265-9023	42953.00
LLA :		
A4 1751810.81HH 253 SASUB 0 068342 2D 000000 HH0120000000		
Standard Number: 0049084		
Reference: RCP# N0002405WX30467, ACRN AA (IW89877)		

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320101 N66604-6265-9040 7047.00
 LLA :
 A4 1751810.81HH 253 SASUB 0 068342 2D 000000 HH0120000000
 Standard Number: 0049084
 Reference: RCP# N0002405WX30467, ACRN AA (IW89877)

MOD 4

110101 N66604-6363-5408 22000.00
 LLA :
 A5 97X4930.NH6A 000 77777 0 066604 2F 000000 81910YW88357
 Standard Number: 0049084

110102 N66604-6363-5410 26000.00
 LLA :
 A6 97X4930.NH6A 000 77777 0 066604 2F 000000 81910CW34037
 Standard Number: 0049084

310101 N66604-6363-5400 3500.00
 LLA :
 A5 97X4930.NH6A 000 77777 0 066604 2F 000000 81910YW88357
 Standard Number: 0049084

310102 N66604-6363-5411 4000.00
 LLA :
 A6 97X4930.NH6A 000 77777 0 066604 2F 000000 81910CW34037
 Standard Number: 0049084

MOD 6

110103 N66604-7198-9857 5000.00
 LLA :
 A7 97X4930.NH6A 000 77777 0 066604 2F 000000 81910UU30117
 Standard Number: 0049084

110104 N66604-7201-1782 38759.00
 LLA :
 A8 97X4930.NH6A 000 77777 0 066604 2F 000000 81910X349827
 Standard Number: 0049084

310103 N66604-7201-1783 6963.00
 LLA :
 A8 97X4930.NH6A 000 77777 0 066604 2F 000000 81910X349827
 Standard Number: 0049084

MOD 7

110103 N66604-7198-9857-001 (5000.00)
 LLA :
 A7 97X4930.NH6A 000 77777 0 066604 2F 000000 81910UU30117
 Standard Number: 0049084

MOD 8

120201 N66604-7255-4992 20000.00
 LLA :
 A9 97X4930.NH6A 000 77777 0 066604 2F 000000 81910V274997
 Standard Number: 0049084

320201 N66604-7255-4993 5000.00
 LLA :
 A9 97X4930.NH6A 000 77777 0 066604 2F 000000 81910V274997
 Standard Number: 0049084

MOD 9

110201 N66604-7285-5521 40000.00
 LLA :
 B1 97X4930.NH6A 000 77777 0 066604 2F 000000 81910YW88358
 Standard Number: 0049084

310201 N66604-7285-5522 6500.00

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LLA :
B1 97X4930.NH6A 000 77777 0 066604 2F 000000 81910YW88358
Standard Number: 0049084

MOD 10

110202 N66604-8071-5541 24224.00
LLA :
B2 97X4930.NH6A 000 77777 0 066604 2F 000000 81910U827118
Standard Number: 0049084

110203 N66604-8080-7121 17724.00
LLA :
B3 97X4930.NH6A 000 77777 0 066604 2F 000000 81910FW34018
Standard Number: 0049084

310202 N66604-8080-7122 6500.00
LLA :
B3 97X4930.NH6A 000 77777 0 066604 2F 000000 81910FW34018
Standard Number: 0049084

MOD 11

110204 N66604-8213-1774 21000.00
LLA :
B4 97X4930.NH6A 000 77777 0 066604 2F 000000 81910G379808
Standard Number: 0049084

MOD 12

110205 N66604-8256-1484 12000.00
LLA :
B5 97X4930.NH6A 000 77777 0 066604 2F 000000 81910AW37018
Standard Number: 0049084

MOD 13

110301 N66604-8305-2436 12000.00
LLA :
B6 97X4930.NH6A 000 77777 0 066604 2F 000000 81910X822089
Standard Number: 0049084

110302 N66604-8305-2437 8000.00
LLA :
B7 97X4930.NH6A 000 77777 0 066604 2F 000000 81910L823709
Standard Number: 0049084

310301 N66604-8305-2438 10000.00
LLA :
B7 97X4930.NH6A 000 77777 0 066604 2F 000000 81910L823709
Standard Number: 0049084

MOD 14

110303 N66604-8336-6932 20000.00
LLA :
B8 97X4930.NH6A 000 77777 0 066604 2F 000000 81910R824149
Standard Number: 0049084

MOD 15

110304 N66604-8353-0701 17379.00
LLA :
B9 1791319.14KB 253 SASLM 0 068342 2D 007440 331290000030
Standard Number: 0049084
RCP# N0002409WX11556, ACRN AA
(IW88399)

310302 N66604-8353-0693 2000.00
LLA :
B9 1791319.14KB 253 SASLM 0 068342 2D 007440 331290000030

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Standard Number: 0049084
RCP# N0002409WX11556, ACRN AA
(IW88399)

MOD 17

430301 N66604-9020-5002 60000.00
LLA :
C1 97X4930.NH6A 000 77777 0 066604 2F 000000 HQ0207HQA140
Standard Number: 0049084

630301 N66604-9131-5544 1000.00
LLA :
C1 97X4930.NH6A 000 77777 0 066604 2F 000000 HQ0207HQA140
Standard Number: 0049084

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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.

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.

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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 \$422,240.00 by \$61,000.00 to \$483,240.00. The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this order.

NUWC Accrual Date: September 30, 2009

H52S PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT (MAY 2006)

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

H61S GOVERNMENT FURNISHED PROPERTY (GFP) (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 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.

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.

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SECTION I CONTRACT CLAUSES

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

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (SEP 1999)

52.222-41 Service Contract Act (1965)

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SECTION J LIST OF ATTACHMENTS

CDRL

Task Order Admin. Plan

DD Form 254