

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 28	3. EFFECTIVE DATE 02-Aug-2010	4. REQUISITION/PURCHASE REQ. NO. N66604-0201-9977		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N66604	7. ADMINISTERED BY (If other than Item 6) CODE		S0107A

NUWC, NEWPORT DIVISION
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Newport RI 02841-1706
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DCMA HUNTSVILLE
BUILDING 4505, SUITE 301, MARTIN ROAD
REDSTONE ARSENAL AL 35898-0001

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) TSM Corporation 7622 Bartlett Corporate Drive, Suite 101 Bartlett TN 38133-0000		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4148-N401
		10B. DATED (SEE ITEM 13) 22-Sep-2005
CAGE CODE 9R448	FACILITY CODE 096073705	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

E. IMPORTANT: Contractor [X] is not, is required to sign this document and return ___ 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) C. W. Kanoff, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/C. W. Kanoff	16C. DATE SIGNED 02-Aug-2010
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070

30-105

PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

Distribution: KR, 0221, DFAS-HQ0338, 25B/M. Williams, NAVUNSEAWARCENDIV Newport/M. Ritter, NAVUNSEAWARCENDIV Newport/K. Trautman, 119 CLO/A. Brothers

FSC: R414

NUWCDIVNPT Control Number: 104357

NUWCDIVNPT Requisition Number(s): N66604-0201-9977

NUWCDIVNPT POC: Justin Rianna (See Block 6 of the Modification cover page for e-mail address and telephone number.)

The purpose of this modification is to provide additional funding.

SECTION B - Establish new SLIN 420009

SECTION G - Add Accounting and Appropriation Data. LLA D7/420009

SECTION H - Change clause H31S to reflect the increase of funds from [REDACTED] by [REDACTED] to [REDACTED]

All other task order terms and conditions remain unchanged.

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

1000 Tactical Support
Project (TSP)

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1100	Base- Services in accordance with the SOW.					██████████
1100AA	Base - Services in accordance with the SOW. (O&MN,N)	1.0	Lot	██████████	██████████	██████████
1100AB	Funding for SLIN 1100AA. (O&MN,N)	1.0	Lot	██████████	██████████	██████████
1100AC	Funding (O&MN,N)	1.0	Lot	██████████	██████████	██████████
1100AD	Funding (O&MN,N)	1.0	Lot	██████████	██████████	██████████
1100AE	FUNDING (O&MN,N)	1.0	Lot	██████████	██████████	██████████
1100AF	Funding (O&MN,N)	1.0	Lot	██████████	██████████	██████████
1100AG	Funding (O&MN,N)	1.0	Lot	██████████	██████████	██████████
1100AH	Funding (O&MN,N)	1.0	Lot	██████████	██████████	██████████
1100AJ	Funding (O&MN,N)	1.0	Lot	██████████	██████████	██████████
1200	Option 1 (O&MN,N)	21650.0	LH	██████████	██████████	██████████
120001	Funding - A3 (O&MN,N)					
120002	Funding - A6 (O&MN,N)					
120003	Funding - A5 (O&MN,N)					
120004	Funding - A8 (O&MN,N)					
120005	Funding - A9 (O&MN,N)					
120006	Funding - B1 (O&MN,N)					
120007	Funding - B2 (O&MN,N)					
120008	Funding - B3					

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(O&MN,N)

1300 Option 2 (O&MN,N) 21650.0 LH [REDACTED] [REDACTED] [REDACTED]

130001 Funding B2
(O&MN,N)

130002 Funding A9
(O&MN,N)

130003 Funding B4
(O&MN,N)

130004 Funding B5
(O&MN,N)

130005 Funding B6
(O&MN,N)

130006 Funding B7
(O&MN,N)

130007 Funding B8
(O&MN,N)

130008 B8 [REDACTED]
(O&MN,N)

130009 B9 [REDACTED]
(O&MN,N)

130010 C1 [REDACTED]
(O&MN,N)

130011 C2 [REDACTED]
(O&MN,N)

130012 B7 [REDACTED]
(O&MN,N)

1400 Option 3 (O&MN,N) 21650.0 LH [REDACTED] [REDACTED] [REDACTED]

140001 C3 [REDACTED]
(O&MN,N)

140002 C1 [REDACTED]
(O&MN,N)

140003 C4 [REDACTED]
(O&MN,N)

140004 C5 [REDACTED]
(O&MN,N)

140005 C6 [REDACTED]
(O&MN,N)

140006 C8 [REDACTED]
(O&MN,N)

140007 C8 [REDACTED]
(O&MN,N)

140008 C8 [REDACTED]
(O&MN,N)

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140009 C9 [REDACTED]
(O&MN,N)

140010 D1 [REDACTED]
(O&MN,N)

140011 D2 [REDACTED]
(O&MN,N)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Prime and subcontractor travel and materials (with burdens, no fee)			
	[REDACTED]			
3200	Option 1 (O&MN,N) Option	1.0	Lot	[REDACTED]
3300	Option 2 (O&MN,N)	1.0	Lot	[REDACTED]
3400	Option 3 (O&MN,N)	1.0	LH	[REDACTED]
340001	C7 [REDACTED] (O&MN,N)			

For Cost Type Items:

4000 Tactical Support Project (TSP)

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4200	Option 5 (O&MN,N)	21650.0	LH	[REDACTED]	[REDACTED]	[REDACTED]
420001	D3 [REDACTED] (O&MN,N)					
420002	D4 [REDACTED] (O&MN,N)					
420003	D5 [REDACTED] (O&MN,N)					
420004	D2 [REDACTED] (O&MN,N)					
420005	D6 [REDACTED] (O&MN,N)					
420006	D7 [REDACTED] (O&MN,N)					

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420007 D8 [REDACTED]
(O&MN,N)

420008 D7 [REDACTED]
(O&MN,N)

420009 D7 [REDACTED]
(O&MN,N)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Prime and subcontractor travel and materials (with burdens, no fee)			[REDACTED]
6200	Option 5 (O&MN,N)	1.0	Lot	[REDACTED]
620001	D2 [REDACTED] (O&MN,N)			
620002	D7 [REDACTED] (O&MN,N)			

B30S LEVEL OF EFFORT - TERM (APR 2005)

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

<u>ITEM</u>	<u>MANHOURS</u>
BASE	21,650
OPTION 1	21,650
OPTION 2	21,650
OPTION 3	21,650
OPTION 4	Eliminated in Mod 19, hours shifted to Option 3
OPTION 5	21,650

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

(b) In the event that the incurred level of effort exceeds by 3% or less of the task order requirement, but does not exceed the estimated cost of the task order, the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (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.

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

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

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

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

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

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

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

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

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

(2) A breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the task order schedule, including the identification of the key employees utilized.

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

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

B42S OPTIONS (JUN 2004)

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

Option No.	Line Item	Exercise Date
1	1200/3200	Not Later Than 12/30/2006
2	1300/3300	Not Later Than 12/30/2007
3	1400/3400	Not Later Than 12/30/2008
4	4100/6100	Eliminated in Mod 19
5	4200/6200	Not Later Than 12/30/2009

B43S OPTIONS AND BASIC AWARD TERM (JAN 05)

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

B51S PAYMENT OF FIXED FEE - TERM(APR 2005)

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

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

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

B51SA PAYMENT OF FIXED FEE - TERM (NOV 2005) (Applies to CLINs 1200 through 4200)

(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

Tactical Support Project

1.0 Background. Naval Undersea Warfare Center Division (NAVUNSEAWARCENDIVNPT) Newport, Code 2502, Bangor Detachment (NAVUNSEAWARCENDET BANGOR) is responsible for implementation, management and technical oversight of the Tactical Support Project (TSP). The TSP provides operation, management, engineering, and software development support for fleet tactical assessment efforts including the Submarine Tactical Support System (STAS) and the Anti-submarine Warfare (ASW) Tactical Support System (A-TAS). The TSP program has two objectives:

1. Provide direct TSP system(s) support for fleet training and readiness evaluation exercises and operations (data collection, storage, analysis, and automation), and
2. Improve capabilities to support collection, storage, and analysis of exercise data; and the dissemination of tactical knowledge to the fleet.

This includes improving and implementing tactical analysis, and tactical metric calculation capability based on current analysis software design; linking with other related support capabilities to support analysis; developing software (analysis tools, data collection message, platform equipment automated data collection, databases, and websites), developing data specifications and formats (analysis tools, data collection messages, databases, and data exchange formats and software); developing documentation (analysis tools and databases); providing fleet training (TAT, websites); and technical support, operation, and maintenance of websites and associated equipment.

2.0 Scope. This Statement of Work (SOW) establishes the tasking for continuing software development and system management efforts for the TSP. The contractor shall provide the various services necessary to accomplish the tasks, detailed below, of software design, development, testing, system administration, and documentation. The contractor's approach to performing the tasks may be constrained by the design, format, and scope of existing software design and programs (e.g. A-TAS, STAS, Tactical Analysis Toolbox (TAT), and Data Collection Message (DCM) Software, including website design and functionality, and databases).

3.0 Applicable Documents/Government Furnished Information.

3.1 OPNAVINST 5510 (Series) Classified Information Manual

3.2 OPNAVINST 5513 (Series) Security Classification Guide

3.3 DOD 5220.22M Industrial Security Manual

4.0 TASK DESCRIPTION

4.1 TSP Analysis Software

The contractor shall review, revise, develop and document new analysis software and operator functionality for TSP products within the existing website(s) and Tactical Analysis Toolbox (TAT) structures for exercise reconstruction and quantification; tactical performance analysis; and tactical metric calculations. Capabilities to be developed, improved or modified include: analysis software in the areas of exercise reconstruction and automation of reconstruction software, new or modified analysis software to support timely tactical performance analysis and tactical metric and Navy Mission Essential Task List (NMETLs) element/Navy Tactical Tasks (NTA) calculations, web based TAT in addition to standalone software, and modification of import and export functionality to meet the customer's changes to the data collection and analysis capability dictated by revised ASW analysis requirements (additional analysis capability from existing data elements, additional NMETL/NTA analysis, and revised data

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collection). The contractor shall provide training to analysis activities on TAT analysis capabilities and upgrades. (CDRLs A001, A002)

Performance Standard: New capabilities and upgrades provide the customer with the increase in analysis capability with the desired functional controls within the existing TSP collection, analysis, and web-based structure. New capabilities are developed within, and compatible with, the current Tactical Analysis Toolbox (TAT) software structure, operator interfaces, and software interfaces with other TSP software. Existing levels of performance are not degraded and increased functionality is provided to the user. Training is provided in a timely and effective manner. Training issues are accurately documented & tracked.

4.2 Data Collection Message Software

The contractor shall review, revise, develop and document Data Collection Message (DCM) software based on new data collection requirements or modification of existing data collection requirements, and exercise lessons learned. Capabilities to be developed, improved or modified include: existing software to support revised customer data collection requirements (data collection element addition or deletion) in accordance with the interface specification; additional platform or staff collection software for ASW platforms and staffs (ships, submarines, aircraft, undersea surveillance ships and sensors, undersea surveillance watch organizations, ASW commander (ASWC), Sea Combat Commander (SCC), ASW Theater Commander and watch organization, Joint Theater Commander and watch organization); functionality of existing software to minimize errors and operator requirements; modifications to DCM output formats to meet updated customer data collection changes ; and data collection message modifications (addition or deletion of data elements, data element format changes, and message format changes) in support of platform automated data collection capability. The contractor shall provide user documentation to support training and fleet operators. (CDRLs A001, A002)

Performance Standard: New capabilities and upgrades provide the changes in data collection format or elements as well as operator interface functionality as demonstrated by exercise lessons learned. New capabilities and upgrades to existing capabilities are developed within the DCM software structure, operator interfaces, and software interfaces with other TSP software. Existing levels of performance are not degraded. Training documentation is accurate and well written.

4.3 Administration, Documentation, Maintenance, and Upgrade of TSP Websites and Databases

The contractor shall review, revise and maintain website and database documentation, administer website operation, and website online user documentation. The contractor shall provide services for website administration, performance monitoring, and continuity of website availability; software development for changes and modifications to STAS, A-TAS and other TSP related websites; modification of software to support customer updates (addition or deletion of data elements, modifications to data or display formats or functionality, and changes to data retrieval requirements) in data collection, storage, and operator, analyst and assessment team related displays; support linkage and display of information from other ASW platform (ships, aircraft, submarines, undersea surveillance ships or sensors) or ASW sensor system (active and passive sonar, radar, electromagnetic, and electro-optical detection) data collection capabilities to support changes in customer data collection in accordance with the system interface specification; database support for fleet exercises; and expansion of TSP data collection to meet updated customer data collection elements to support new platform systems and networked ASW related warfare data systems. (CDRLs A001, A002)

Performance Standard: Websites and systems are maintained in compliance with security standards. System availability of all managed website(s) (excluding development web sites) to the NUWC circuit connection point) is >99%. Documentation and databases are maintained to be current with fielding of new capabilities and upgrades. TSP web site software development supports changes and improvements in the customer's capability to collect desired data, analyze, and distribute exercise and operational results and ASW lessons learned.

5.0 Government Furnished Material

The work under this contract shall be accomplished at both contractor facilities and in government furnished spaces. In government spaces each contractor will be supplied with: office furniture, a personal computer with appropriate software, a printer or access to a networked printer, phone and phone service, internet connections sufficient to complete contract functions, access to copying and fax machines, shredders, and office supplies.

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6.0 Place of Performance

The contractor shall perform work at contractor owned facilities as well as government owned facilities at various sites including: Newport, RI; Silverdale and Keyport, WA; San Diego, CA; Pearl Harbor, HI; Norfolk, VA and other sites.

7.0 Quality Surveillance & Performance Standards

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

Contractor performance will be evaluated based upon technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the performance standards defined in individual task paragraphs. Responsiveness will be evaluated based upon the governments experience interacting with the contractor during performance. Timeliness will be evaluated bases on the contractor's ability to meet agreed upon schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to agreed upon costs.

C16S COST AND PERFORMANCE REPORTING (MAY 2001)

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

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

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

(2) Scope and Content.

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

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

(3) Submission and Approval.

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

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

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

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

(2) Content.

(i) Provide a front cover sheet that indicates the contractor's name and address, the contract number and task order

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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 Task Order Manager. Additional copies shall be provided to:

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

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

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

C23S FACILITIES (SEP 2004)

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

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

C24S SECURITY REQUIREMENTS (OCT 2004)

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

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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

<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, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

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

If, during the performance of this or any other 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 (JUN 2004)

Preservation, packaging, packing, and marking shall be in accordance with ASTM D 3951-98, "Standard Practice for Commercial Packaging". Additionally, the Contractor shall mark all packages with the following, as appropriate:

CONTRACT NUMBER: (from SF26 Block 2 or Task Order Block 1)

ORDER NUMBER: (from Task Order Block 2)

REQUISITION NUMBER: (from Task Order General Information Section)

MARK FOR: Name Code Telephone No.

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

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

Naval Undersea Warfare Center Division, Newport

Contract, Order, and ELIN Numbers

Report Title

Date of Report

Contractor Name (division which generated the report)

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

Contractor's Business Address

Task Order Dollar Amount

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

D24S PROHIBITED PACKING MATERIALS (JUN 2004)

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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.

D26S UNPACKING INSTRUCTIONS (JUN 2004)

(a) Location on Container. When practical, one set of the unpacking instructions will be placed in a heavy water-proof envelope prominently marked "UNPACKING INFORMATION" and firmly affixed to the outside of the shipping container in a protected location, preferably between the cleats on the end of the container adjacent to the identification marking. If the instructions cover a set of equipment packed in multiple containers, the instructions will be affixed to the number one container of the set. When the unpacking instructions are too voluminous to be affixed to the exterior of the container, they will be placed inside and directions for locating them will be provided in the envelope marked "UNPACKING INFORMATION".

(b) Marking Containers. When unpacking instructions are provided shipping containers will be stenciled "CAUTION-THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED (state where located)." When practical, this marking will be applied adjacent to the identification marking on the side of the container.

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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

CLIN - DELIVERIES OR PERFORMANCE

Item	Performance Period
Base	9/22/2005-9/28/2006
Option 1	9/29/2006-9/28/2007
Option 2	9/29/2007-9/28/2008
Option 3	9/29/2008-9/28/2009
Option 4	Eliminated in Mod 19
Option 5	9/29/2009-9/28/2010

F18S DELIVERY AT DESTINATION (JUN 2004)

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

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, 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 (*Contracting Officer/Negotiator check all that apply.*)

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

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Pay Office DODAAC	
Service Acceptor DODAAC	
LPO DODAAC	N66604

X	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI) <i>Contractors MUST attach a completed SF-1035 in WAWF</i>
Applies to CLIN/SLINS: ALL	
Issue DODAAC	N66604
Admin DODAAC	S0107A
Pay Office DODAAC	HQ0338
DCAA Auditor	HAA645
Service Approver DODAAC	N66604
LPO DODAAC	Leave Blank

	Performance Based Payments or Progress Payments <i>Contractors MUST attach a completed SF-1035 in WAWF</i>
Contract would include FAR 52.232-32 Performance Based Payments or FAR 52.232-16 Progress Payments	
Issue DODAAC	N66604
Admin DODAAC	
Pay Office DODAAC	
Service Acceptor DODAAC	
LPO DODAAC	

ATTN CONTRACTORS:

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

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

A1: 97X4930.NH6A 000 77777 0 066604 2F 000000 111111111111
AA: 97X4930.NH6A 000 77777 0 066604 2F 000000 222222222222
A1: 1781811.H230 310 TTTT77 0 068342 2D 000000 333333333333
AA: 1781811.H230 310 TTTT77 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

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been submitted into WAWF.

Send Additional Email Notification To:
myron.ritter@navy.mil
@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

GI0S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (SEP 2004)

(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

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.

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(3) Conduct post-award orientation conferences.

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

(44) Perform engineering analyses of contractor cost proposals.

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

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

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

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

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

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

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

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (SEP 2004)

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

Name: Steven R. Moore

Title: Vice President

Mailing Address: 1101 S. Joyce Street #2335, Arlington, VA 22202-3709

E-mail Address: Randy.Moore@TSMCorporation.com

Telephone: 571-220-1769 FAX: 703-997-5574

G17S TOM APPOINTMENT (APR 2005)

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

Name: Myron Ritter

Code: 25020

Mailing Address: Naval Undersea Warfare Center Detachment Bangor

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Building: 2011

Silverdale, WA 93315-2012

Telephone: Commercial(360)-396-1845 DSN 744-1845

(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, PCO or ACO has issued a formal modification.

Accounting Data
 SLINID PR Number Amount

 1100AB N66604-5147-01K1 [REDACTED]
 LLA :
 A1 97X4930.NH6A 000 77777 0 066604 2F 8E0014 E49903525020

BASE Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 01

1100AC N66604-5265-01K1 [REDACTED]
 LLA :
 A2 97X4930.NH6A 000 77777 0 066604 2F 8E0013 J49903525020
 1100AD N66604-5266-01K1 [REDACTED]
 LLA :
 A1 97X4930.NH6A 000 77777 0 066604 2F 8E0014 E49903525020

MOD 01 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 02

1100AE N66604-6030-8354 [REDACTED]
 LLA :
 A3 97X4930.NH6A 000 77777 0 066604 2F 000000 25020J499036
 Standard Number: 0044440
 1100AF N66604-6030-8355 [REDACTED]
 LLA :
 A4 97X4930.NH6A 000 77777 0 066604 2F 000000 25020K499036
 Standard Number: 0044441
 1100AG N66604-6030-8356 [REDACTED]
 LLA :
 A5 97X4930.NH6A 000 77777 0 066604 2F 000000 25020S499036
 Standard Number: 00444442

MOD 02 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 03

1100AG N66604-6174-9625 [REDACTED]
 LLA :
 A5 97X4930.NH6A 000 77777 0 066604 2F 000000 25020S499036

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Standard Number: 0044440

1100AH N66604-6174-9622 [REDACTED]
 LLA :
 A6 97X4930.NH6A 000 77777 0 066604 2F 000000 25020N499036
 Standard Number: 0044442

MOD 03 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 04

1100AJ N66604-6249-4952 [REDACTED]
 LLA :
 A7 1761804.8B2B 253 SASNS 0 068342 2D 000000 12B210000210
 Standard Number: 0069089
 RCP# N0002406WX03509, ACRN AA (I499036)

120001 N66604-6249-4956 [REDACTED]
 LLA :
 A3 97X4930.NH6A 000 77777 0 066604 2F 000000 25020J499036
 Standard Number: 0069089

120002 N66604-6249-4958 [REDACTED]
 LLA :
 A6 97X4930.NH6A 000 77777 0 066604 2F 000000 25020N499036
 Standard Number: 0069089

120003 N66604-6249-4965 [REDACTED]
 LLA :
 A5 97X4930.NH6A 000 77777 0 066604 2F 000000 25020S499036
 Standard Number: 0069089

120004 N66604-6251-5538 [REDACTED]
 LLA :
 A8 97X4930.NH6A 000 77777 0 066604 2F 000000 25020A455126
 Standard Number: 0069089

MOD 04 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 05

120001 N66604-6265-9181 [REDACTED]
 LLA :
 A3 97X4930.NH6A 000 77777 0 066604 2F 000000 25020J499036
 Standard Number: 0069089

120002 N66604-6265-9172 [REDACTED]
 LLA :
 A6 97X4930.NH6A 000 77777 0 066604 2F 000000 25020N499036
 Standard Number: 0069089

120003 N66604-6265-9141 [REDACTED]
 LLA :
 A5 97X4930.NH6A 000 77777 0 066604 2F 000000 25020S499036
 Standard Number: 0069089

MOD 05 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 06

120005 N66604-6347-3230 [REDACTED]
 LLA :
 A9 97X4930.NH6A 000 77777 0 066604 2F 000000 25020A499027
 Standard Number: 0069089

MOD 06 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 07

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120005 N66604-7045-4111 [REDACTED]
 LLA :
 A9 97X4930.NH6A 000 77777 0 066604 2F 000000 25020A499027
 Standard Number: 0069089

MOD 07 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 08

120005 N66604-7052-5065 [REDACTED]
 LLA :
 A9 97X4930.NH6A 000 77777 0 066604 2F 000000 25020A499027
 Standard Number: 0069089

MOD 08 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 09

120005 N66604-7149-5123 [REDACTED]
 LLA :
 A9 97X4930.NH6A 000 77777 0 066604 2F 000000 25020A499027
 Standard Number: 0069089

120006 N66604-7149-5118 [REDACTED]
 LLA :
 B1 97X4930.NH6A 000 77777 0 066604 2F 000000 25020AA13057
 Standard Number: 0069089

120007 N66604-7149-5273 [REDACTED]
 LLA :
 B2 97X4930.NH6A 000 77777 0 066604 2F 000000 25020C499027
 Standard Number: 0069089

120008 N66604-7149-5274 [REDACTED]
 LLA :
 B3 97X4930.NH6A 000 77777 0 066604 2F 000000 25020AA13047
 Standard Number: 0069089

MOD 09 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 10

120005 N66604-7149-5098 [REDACTED]
 LLA :
 A9 97X4930.NH6A 000 77777 0 066604 2F 000000 25020A499027
 Standard Number: 0069089

MOD 10 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 11

130001 N66604-7239-0885 [REDACTED]
 LLA :
 B2 97X4930.NH6A 000 77777 0 066604 2F 000000 25020C499027
 Standard Number: 0112644

130002 N66604-7240-0985 [REDACTED]
 LLA :
 A9 97X4930.NH6A 000 77777 0 066604 2F 000000 25020A499027
 Standard Number: 0112644

130003 N66604-7230-0987 [REDACTED]
 LLA :
 B4 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00AA13067
 Standard Number: 0112644

130004 N66604-7240-0990 [REDACTED]
 LLA :
 B5 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00AA13077

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Standard Number: 0112644

130005 N66604-7240-0994 [REDACTED]
 LLA :
 B6 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00AA13097
 Standard Number: 0112644

MOD 11 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 12

130006 N66604-7304-8702 [REDACTED]
 LLA :
 B7 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00Z499028
 Standard Number: 0118693

130007 N66604-7304-8704 [REDACTED]
 LLA :
 B8 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00Y499028
 Standard Number: 0118693

MOD 12 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 14

130008 N66604-8066-4887 [REDACTED]
 LLA :
 B8 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00Y499028
 Standard Number: 0118693

MOD 14 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 15

130009 N66604-8066-4893 [REDACTED]
 LLA :
 B9 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00AA13008
 Standard Number: 0118693

130010 N66604-8066-4895 [REDACTED]
 LLA :
 C1 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00B499028
 Standard Number: 0118693

130011 N66604-8066-4896 [REDACTED]
 LLA :
 C2 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00W499028
 Standard Number: 0118693

MOD 15 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 16

130012 N66604-8199-9420 [REDACTED]
 LLA :
 B7 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00Z499028
 Standard Number: 0148403

MOD 16 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 17

140001 N66604-8247-8711 [REDACTED]
 LLA :
 C3 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00A499028
 Standard Number: 0158888

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140002 N66604-8247-8726 [REDACTED]
 LLA :
 C1 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00B499028
 Standard Number: 0158888

140003 N66604-8247-8728 [REDACTED]
 LLA :
 C4 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00X499028
 Standard Number: 0158888

140004 N66604-8247-8763 [REDACTED]
 LLA :
 C5 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00AA13028
 Standard Number: 0158888

140005 N66604-8247-8766 [REDACTED]
 LLA :
 C6 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00AA13048
 Standard Number: 0158888

340001 N66604-8247-8768 [REDACTED]
 LLA :
 C7 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00AA13078
 Standard Number: 0158888

MOD 17 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 18

140006 N66604-8347-9763 [REDACTED]
 LLA :
 C8 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00X489999
 Standard Number: 0180545

MOD 18 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 19

140007 N66604-9056-2860 [REDACTED]
 LLA :
 C8 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00X489999
 Standard Number: 0196066

MOD 19 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 21

140008 N66604-9075-5973 [REDACTED]
 LLA :
 C8 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00X489999
 Standard Number: 0199929

140009 N66604-9075-5974 [REDACTED]
 LLA :
 C9 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00AA13029
 Standard Number: 0199929

MOD 21 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 23

140010 N66604-9181-4221 [REDACTED]
 LLA :
 D1 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00AA13129
 Standard Number: 0220720

140011 N66604-9181-4246 [REDACTED]
 LLA :
 D2 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00C489989

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Standard Number: 0220720

MOD 23 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 24

420001 N66604-9247-5728 [REDACTED]
 LLA :
 D3 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00C489999
 Standard Number: 0233471

420002 N66604-9247-5731 [REDACTED]
 LLA :
 D4 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00A489999
 Standard Number: 0233471

420003 N66604-9247-5732 [REDACTED]
 LLA :
 D5 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00B489999
 Standard Number: 0233471

420004 N66604-9247-5735 [REDACTED]
 LLA :
 D2 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00C489989
 Standard Number: 0233471

620001 N66604-9247-5736 [REDACTED]
 LLA :
 D2 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00C489989
 Standard Number: 0233471

MOD 24 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 25 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 26

420005 N66604-0064-0794 [REDACTED]
 LLA :
 D6 997X4930.NH6A 000 77777 0 066604 2F 000000 25B00A489100
 Standard Number: 0261756

420006 N66604-0064-0801 [REDACTED]
 LLA :
 D7 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00A489000
 Standard Number: 0261756

MOD 26 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 27

420007 N66604-0166-4688 [REDACTED]
 LLA :
 D8 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00A407200 INCREASE \$9,920.00
 Standard Number: 0280785

420008 N66604-0166-4695 [REDACTED]
 LLA :
 D7 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00A489000
 Standard Number: 0280785

620002 N66604-0166-4701 [REDACTED]
 LLA :
 D7 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00A489000
 Standard Number: 0280785

MOD 27 Funding [REDACTED]
 Cumulative Funding [REDACTED]

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MOD 28

420009 N66604-0201-9977 [REDACTED]
LLA :
D7 97X4930.NH6A 000 77777 0 066604 2F 000000 25B00A489000
Standard Number: 0287287

MOD 28 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

H23S YEAR 2000 WARRANTY – INFORMATION TECHNOLOGY (JUN 2004)

- (a) The Contractor warrants that all information technology (IT) (as defined at FAR 2.101), whether commercial or noncommercial, delivered under this task order that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the task order specifications and applicable documentation. If the task order requires that specific deliverables operate together as a system, this warranty shall apply to those deliverables as a system.
- (b) "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the task order.
- (c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this warranty. Any applicable commercial warranty shall be incorporated into this task order by attachment.
- (d) Notwithstanding any provision to the contrary in other warranty requirement(s) of this task order, or in the absence of any such warranty requirement(s), the remedies available to the Government under this warranty shall include those provided in the Inspection clause(s) of this task order. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this task order.
- (e) Unless specified elsewhere in the task order, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.
- (f) This warranty shall expire on 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this task order (including any option exercised hereunder), whichever is later.

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

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

H31S INCREMENTAL FUNDING - ADDITIONAL FUNDS (JAN 2008)

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The total funding obligated for performance of this task order is 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: September 28, 2010

H38S TECHNICAL INSTRUCTIONS (FEB 2009)

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

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

(1) assign work not covered by the scope of the task order (it is not a modification to the task order),

(2) direct a change as defined in the contract clause entitled "Changes",

(3) increase or decrease the task order's estimated cost, its fixed fee or award fee, its total level of effort, or the time required for contract performance; or

(4) change any of the terms, conditions or specifications of the basic contract or task order.

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

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

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

(1) Contract number, task order number and TI number,

(2) Effective date (if different from date of the TI),

(3) Technical directions or clarifications, stated in a clear and unambiguous fashion

(4) Specific reference to relevant SOW paragraphs, deliverables, quantities, due date, SLINs, color of funding, government cost estimate, and total labor hours to be expended.

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

(g) If the Contractor believes that a TI constitutes a change, the Contractor shall not perform the affected portion of the work; and shall contact the TOM immediately for further clarification and direction.

(h) In the event that an issue cannot be resolved between the contractor and the TOM, the Contractor shall contact

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the Task Order Ordering/Contracting Officer for clarification and direction.

H52S PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT

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 NUWC DIVNPT at the completion of the task order unless otherwise specified. The Contractor shall immediately advise the Task Order Ordering Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

H81S TRAVEL COSTS AND RESPONSIBILITIES (JUL 2008)

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

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

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

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (JUN 2005)

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

WAGE DETERMINATION # RI, Statewide 05-2467 (Rev.-8)

WAGE DETERMINATION # WA, Bremeton 05-2559 (Rev.-11)

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

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

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

1. Were these services previously performed at this locality under an SCA-Covered contract?

Yes

2. Are any of the employees performing work subject to a CBA?

No

3. Are the contract services to be performed listed below as Non-Standard Services?

No

4. Were these services previously performed under an SCA wage determination that ends in an even number?

Example: 1994-2104; or 1994-2114.

No

The site will provide the appropriate WD.

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SECTION I CONTRACT CLAUSES

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

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

52.222-41 Service Contract Act (1965)

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

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

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

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

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

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

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (OCT 2002)

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

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

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

Employee Class Monetary Wage - Fringe Benefits

SEE CLAUSE H83S for guidance.

52.222-41 Service Contract Act (1965)

52.222-41 Service Contract Act (1965)

52.222-41 Service Contract Act (1965)

52.222-41 Service Contract Act (1965)

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SECTION J LIST OF ATTACHMENTS

CDRLs

DD254 REVISION 1 DATED 10/25/07

GFP

TAP