

2. AMENDMENT/MODIFICATION NO. 23	3. EFFECTIVE DATE 10-Jun-2013	4. REQUISITION/PURCHASE REQ. NO. 8127-4659-990	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N66604	7. ADMINISTERED BY (If other than Item 6) CODE	S0701A

NUWC, NEWPORT DIVISION  
Simonpietri Drive, Building 11  
Newport RI 02841-1706

DCMA HARTFORD  
130 DARLIN STREET  
EAST HARTFORD CT 06108-3234

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Sonalysts 215 Parkway North Waterford CT 06385		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4126-N401 10B. DATED (SEE ITEM 13) 30-Jun-2005
CAGE CODE 1L297	FACILITY CODE	[X]

**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:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232-22 'Limitation of Funds' and FAR 43.103(a) 'Administrative'

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]	[REDACTED]		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
[REDACTED] (Signature of person authorized to sign)	14-Jun-2013	BY [REDACTED] (Signature of Contracting Officer)	14-Jun-2013

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

## GENERAL INFORMATION

**Distribution:** KR, 0221, DFAS-HQ0337, 3421/[REDACTED]

FSC: R414

NUWCDIVNPT Control #:132254

NUWCDIVNPT Requisition #: 8127-4659-990

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

The purpose of this modification is to:

1. Deobligate funds
2. Revise Clause H31S Incremental Funding - Additional Funds (Jan 2008)

**CONTRACTOR'S STATEMENT OF RELEASE: The contractor hereby releases the Government from any and all liability under this task order for further adjustments attributable to contract closeout procedures (as it relates to SLIN 140008) as a result of this deobligation.**

### SECTION B -

1. Deobligate funds from SLINs as follows:

[REDACTED].

### SECTION G -

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

[REDACTED]

### SECTION H -

1. Clause H31S Incremental Funding - Additional Funds (Jan 2008) is revised to reflect a decrease in funding from [REDACTED]

All other task order terms and conditions remain unchanged.

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 1 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001	Services to Support Electromagnetic Programs					\$48,828.00
0001AA	Services to Support Electromagnetic Programs (O&MN,N)	1.0	LO	██████████	██████████	██████████
0001AB	Funding (O&MN,N)	1.0	LO	██████████	██████████	██████████
0001AC	FUNDING FOR SLIN 0001AA (O&MN,N)	1.0	LO	██████████	██████████	██████████
0001AD	FUNDING FOR SLIN 0001AA (O&MN,N)	1.0	LO	██████████	██████████	██████████
0001AE	FUNDING FOR SLIN 0001AA (O&MN,N)	1.0	LO	██████████	██████████	██████████
0001AF	Funding for SLIN 0001AA (O&MN,N)	1.0	LO	██████████	██████████	██████████
0001AG	Funding for SLIN 0001AA (O&MN,N)	1.0	LO	██████████	██████████	██████████
0001AH	FUNDING FOR SLIN 0001AA (O&MN,N)	1.0	LO	██████████	██████████	██████████
1000	Services to Support Electromagnetic Programs					\$0.00
1200	Option 1 (O&MN,N)	██████████	█	██████████	██████████	\$58,152.00
120001	Funding - A6 (O&MN,N)					
120002	Funding - A7 (O&MN,N)					
120003	Funding - A8 (O&MN,N)					

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 2 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

120004 Funding - A9  
(O&MN,N)

120005 Funding - B1  
(O&MN,N)

1300 Option 2 (O&MN,N) [REDACTED] [REDACTED] [REDACTED] [REDACTED] \$195,911.56

130001 Funding B2  
(O&MN,N)

130002 Funding B3  
(O&MN,N)

130003 Funding B4  
(O&MN,N)

130004 Funding B5  
(O&MN,N)

130005 Funding B6  
(O&MN,N)

130006 Funding B8  
(O&MN,N)

130007 Funding B9  
(O&MN,N)

130008 Funding C1  
(O&MN,N)

1400 Option 3 (O&MN,N) [REDACTED] [REDACTED] [REDACTED] [REDACTED] \$333,200.44

140001 Funding C2  
(O&MN,N)

140002 Funding C3  
(O&MN,N)

140003 Funding C4  
(O&MN,N)

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

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

140006 C7 [REDACTED]  
(O&MN,N)

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

140008 C9 [REDACTED]  
[REDACTED]

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 3 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

██████████  
(O&MN,N)

1500 Option 4 (O&MN,N) ██████ █ ██████ ██████ \$19,347.00  
Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Prime and subcontract travel and materials (with burdens, no fee)			\$0.00
3200	Option 1 (O&MN,N) Option	1.0	LO	\$34,583.00
3300	Option 2 (O&MN,N)	1.0	LO	\$35,018.00
330001	Funding B2 (O&MN,N)			
3400	Option 3 (O&MN,N)	1.0	LO	\$68,052.00
340001	Funding C2 (O&MN,N)			
340002	Funding C4 (O&MN,N)			
340003	D1 ██████████ (O&MN,N)			
340004	D2 ██████████ (O&MN,N)			
340005	D3 ██████████ (O&MN,N)			
3500	Option 4 (O&MN,N) Option	1.0	LO	\$22,684.00

B30S LEVEL OF EFFORT - TERM (JUN 2004)

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

CLINS	Manhours
0001AA	██████
1200	██████
1300	██████
1400	██████

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 4 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

1500	
------	--

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

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

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

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

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

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

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

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

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

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

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

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

(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.

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 5 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

#### 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.	Exercise Date - No Later Than
2	10/30/2006
3	10/30/2007
4	12/31/2008

#### B43S OPTIONS AND BASIC AWARD TERM (JAN 05)

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

#### B51S PAYMENT OF FIXED FEE - TERM AND COMPLETION (SEP 2004)(Applies to 0001 Series SLINs)

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

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

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

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

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

#### B51SA PAYMENT OF FIXED FEE - TERM (NOV 2005)(Applies to 1000 Series CLINs)

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

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

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 6 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

#### TASK ORDER

#### TECHINCAL SERVICES FOR ELECTROMAGNETIC SYSTEMS

##### 1.0 INTRODUCTION

The Naval Undersea Warfare Center Division Newport (NUWCDIVNPT) Electromagnetic Department (Code 34) is tasked by the Naval Sea Systems Command (NAVSEA), Office of Naval Intelligence (ONI), and other Government activities to perform a wide range of engineering and technical/program management functions in support of submarine Electronic Warfare Support (ES) and Imaging systems. Code 342 is responsible for the comprehensive Technical, Financial, and Program Management of major Submarine Imaging and Electronic Warfare (I&EW) programs for NUWCDIVNPT: Type 18B and H Periscopes, Submarine Imaging System (SUBIS), PATRIOT, AN/BLQ-10(V), AN/WLR-8A(V)2, Automatic Identification System (AIS), Automatic Direction Finder (ADF), CLUSTER PENNANT, Low Probability of Intercept (LPI) Direction Finder (DF), Embedded National Tactical Receiver (ENTR), CLUSTER SNOOP, CLUSTER ROBIN, Passive Surveillance Radar (PSR), ES Vulnerability Server (EVS), and System Upgrade Integration programs. The range of technical functions that Code 342 performs includes: support in the development and verification of libraries and database and updates to computer components for installation and maintenance of fielded systems.

##### 2.0 SCOPE

The contractor shall provide support to Code 34 NUWCDIVNPT in the areas of Technical Design Agent Support, Equipment Fabrication and Maintenance, Library and Database Development, Test, and Document, Technical Documentation Development, and Test and Evaluation. Tasking and deliverables shall be in accordance with the requirements defined in this task order.

##### 3.0 REQUIREMENTS

The contractor shall provide personnel and materials to perform the following tasks.

###### 3.1 TECHNICAL DESIGN AGENT SUPPORT

3.1.1 The contractor shall attend reviews, support maintenance activities, testing and evaluation of database impacts, review drawings and documentation for database impacts for the following systems: Type 18B and H Periscopes, PATRIOT, AN/BLQ-10(V), AN/WLR-8A(V)2, AIS, ADF, CLUSTER PENNANT, LPI DF, CLUSTER SNOOP, CLUSTER ROBIN, and System Upgrade Integration programs specifically in support of library development.

###### 3.2 EQUIPMENT FABRICATION AND MAINTENANCE

3.2.1 The contractor shall fabricate/repair components from fielded systems. This includes purchasing of raw materials and the updating of software products to support maintenance and repair of fielded systems. Specifically to support fielded systems such as the ADF.

The contractor shall deliver the fabricated equipment under DD 250. The contractor shall return repaired equipment under a DD 1149.

###### 3.3 DATABASE DEVELOPMENT, TEST, AND DOCUMENT

3.3.1 Generate AN/BLQ-10(V), CLUSTER SNOOP and CLUSTER ROBIN tactical libraries in accordance with the projects master schedule. The contractor shall provide libraries following successfully verification (CDRL A001).

3.3.2 Perform testing of new library/database builds to ensure that the AN/BLQ-10(V), CLUSTER SNOOP and CLUSTER ROBIN systems identify emitters correctly. Document results of new library/database build testing.



CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 7 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

3.3.3 Generate database specific guidance for the AN/BLQ-10(V), CLUSTER SNOOP and CLUSTER ROBIN when developing/building/updating system library/databases. The contractor shall provide database specific guidance documentation.

3.3.4 Build CEESIM emitter modes to support library/database guidance development/testing and the annual ONI Threat Assessment review. Document results of research.

The deliverables for this work shall be Test Inspection Reports (CDRL A002) unless otherwise indicated.

### 3.4 TECHNICAL DOCUMENTATION DEVELOPMENT

3.4.1 The contractor shall develop, review/maintain logistic technical data for operational support of I&EW systems.

3.4.2 The contractor shall develop, modify/review User's Guides for I&EW systems such as AIS, CADF, and CLUSTER PENNANT.

3.4.3 The contractor shall update, maintain/review the technical information, such as Technical Manuals or Integrated Electronic Technical Manuals (IETMs), provided by original equipment manufacturers (OEMs) for I&EW systems.

### 3.5 TEST AND EVALUATION

3.5.1 The contractor shall maintain, ship, stage/coordinate test facility equipment, instrumentation, communications, and provide incidental consumable material and other materials required to conduct and support test evaluations. The test events include equipment or system testing, qualification testing, environmental testing, certification testing, shipboard testing, and laboratory testing to support the operation and maintenance of I&EW systems. It is estimated there will be one of each of these testing events. The contractor shall submit post installation testing reports for each testing event.

The deliverables for this work shall be Technical Information Reports (CDRL A004).

### 4.0 STATUS REPORTS

The contractor shall deliver monthly cost and performance reports in accordance with the basic contract clause C16 COST AND PERFORMANCE REPORTING (OCT 2000).

### 5.0 TRIP REPORTS AND TRAVEL

The contractor shall submit trip reports for all authorized travel under this Task Order. The trip report shall summarize the travel itinerary, report results of meetings, and report any action items (CDRL A003).

### 6.0 LOCATION

The work specified herein shall be performed at the contractor's facility that can be no more than 2 hours way from Naval Undersea Warfare Center, Division Newport; at the Naval Undersea Warfare Center, Division Newport, and at other activities as authorized under this task order.

### 7.0 GOVERNMENT FURNISHED EQUIPMENT

The following GFI will be provided upon contract award:

- A. ADF hardware and software (at laboratory)
- B. Low Probability of Intercept Receiver & DF (at laboratory)

### 8.0 PERIOD OF PERFORMANCE

The period of performance shall run from date of award through 09/30/05, with 4 additional years as options.

### 9.0 SECURITY

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 8 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

The level of clearance required to perform the tasks specified herein can be as high as TOP SECRET.

#### 10.0 Quality Surveillance & Performance Standards

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

Contractor performance will be evaluated based upon how well the services support the overall objective defined in SOW paragraph 2.0. Specifically, performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated and against the performance standards and goals defined as follows:

Fabrication to be done in accordance with approved engineering development model drawings created during this effort.

System maintenance is to be done utilizing the Capability Maturity Model Integrated as a guidance model. System engineering processes shall be appropriately tailored to support each effort.

J-STD-016-1995, 30 September 1995, Trial-Use Standard, Standard for Information Technology Software Life Cycle Processes Software Development Acquirer-Supplier Agreement or equivalent shall be used as guidance for any software maintenance effort.

Peer reviews will be required to approve materials developed or deliverables.

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.

#### 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.

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 9 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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

(2) Content.

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

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

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

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

(v) Report all trips and significant results.

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

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

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

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

(3) Submission and Approval.

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

(ii) Distribution. Provide one original copy to the 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 (JAN 2005)

(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.

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 bear personal

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 10 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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, "Safety and Occupational Health Information for Contractors and Visitors" prior to commencing performance at any NUWCDIVNPT site. Contact Code 552 at 401-832-3534 or 5890 in Newport, RI.

(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.npt.nuwc.navy.mil/pao/envpolicy04.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.

(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.

#### C31S MERCURY EXCLUSION – B (SEP 2004)

The supplies furnished under this task order shall be free from mercury contamination (i.e., during the manufacturing process, tests or inspections), in accordance with NAVSEA INSTRUCTION 5100.3D. The supplies offered shall not have come in direct contact with mercury or any of its compounds nor with any mercury containing devices employing only a single boundary of containment. (A single boundary of containment is one which is not backed by a second seal or barrier to prevent contamination in event of rupture of the primary seal or barrier).

#### 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.

#### **C63S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-3**

(a) In accordance with FAR 9.505-3; whereas this task order provides for the technical evaluation of other Contractors' products or services or provides for the furnishing of management support services, the Contractor agrees that it shall not furnish to the United States Government, either as a prime contractor, as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, subsystem or component which is the subject of work under this contract, except that it may, under the circumstances stated in paragraph (e) below, participate in related Integrated Product Teams (IPT's). This prohibition is effective during the term of the task order and extends for a period of \_\_\_\_\_ years after the term of this task order.

(b) The Contractor further agrees that its employees, agents or subcontractors shall not disclose to any individual, company or Government representative\* any information relating to current or proposed Government budgetary information, acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed under this task order, unless so directed by the Contracting Officer. The Contractor also agrees that it shall promptly notify the Contracting Officer of any attempt by an individual, company or Government representative\* to gain access to such information. Such notification shall include the name and organization, if available, of the

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 11 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

individual, company or Government representative seeking access to such information.

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

(d) Any subcontractor which performs any work relative to this task order shall be subject to this clause. The Contractor shall include these provisions in all subcontracts and shall substitute "subcontractor" for "contractor" where appropriate.

(e) If the contractor is tasked by NUWC to participate in an IPT related to any system, subsystem or component which is the subject of work under this task order, the contractor may participate without the need for any notification to the Contracting Officer. If the contractor is tasked by some other Government office to participate in an IPT related to any system, subsystem or component which is the subject of work under this task order, the contractor may participate without advance approval but shall notify the Contracting Officer within 5 calendar days of the request. If the contractor is tasked by a non-Government entity (e.g. another contractor) to participate in an IPT related to any system, subsystem or component which is the subject of work under this task order, the contractor shall not begin work on the IPT task without obtaining authorization from the Contracting Officer of this task order. The contractor shall notify the Contracting Officer of this task order in writing, describing the IPT effort, listing the probable participants, providing a justification for the contractor's participation, and describing the safeguards which will be established to ensure the contractor's objectivity for this task order. Within 15 days of receiving the notification, the Contracting Officer will consider whether the contractor's objectivity will be affected and will issue a determination to the contractor.

(f) The Contractor certifies and warrants that to the best of its knowledge and belief the contractor does not have any organizational conflict of interest as defined in paragraph (a). The contractor shall inform all employees, subcontractors, consultants, and agents involved in the performance of this task order of the provisions of this clause.

(g) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to terminate the 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.

(h) If it is in the best interests of the Government, the prohibitions imposed by this clause may be waived by the Head of the Contracting Activity.

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

#### **C64S 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 Contracting Officer before accepting possession of such data. The Contractor further agrees that such proprietary data shall not

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 12 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 Contracting 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 Contracting Officer.

(f) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of contract for which the Government reserves the right to terminate the 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.

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 13 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## 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 (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.

### D24S PROHIBITED PACKING MATERIALS (JUN 2004)

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

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 14 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

E14S INSPECTION AND ACCEPTANCE OF SERVICES (AUG 2005)

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



CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 15 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

0001AA	6/30/2005 - 9/30/2005
0001AB	6/30/2005 - 9/30/2005
0001AC	6/30/2005 - 9/30/2005
0001AD	6/30/2005 - 9/30/2005
0001AE	6/30/2005 - 9/30/2005
0001AF	6/30/2005 - 9/30/2005
0001AG	6/30/2005 - 9/30/2005
0001AH	6/30/2005 - 9/30/2005
1200	10/1/2005 - 9/30/2006
1300	10/1/2006 - 9/30/2007
1400	10/1/2007 - 9/30/2008
3300	10/1/2006 - 9/30/2007
3400	10/1/2007 - 9/30/2008

### F1S PERIOD OF PERFORMANCE (JUN 2010)

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

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

0001AA, 0001AB, 0001AC, 0001AD, 0001AE, 0001AF, 0001AG, 0001AH 06/30/05 - 09/30/05

1200/3200 10/01/05 - 09/30/06

1300/3300 11/2/06 - 09/30/07

1400/3400 10/01/07 - 09/30/08

1500/3500 10/01/08 - 09/30/09

### 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

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 16 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

#### F22S DELIVERY OF DATA (JUN 2004)

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

#### F30S PLACE OF PERFORMANCE (JUN 2004)

Work will be performed at the Contractor's facility or other locations, as required by the statement of work. The Statement of Work included with this order specifies those locations.

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 17 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

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

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

### **G2S INVOICE INSTRUCTIONS (NAVSEA – SEP 2009) (NOV 2009)**

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

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

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

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

Type of Document (*Contracting Officer/Negotiator check all that apply.*)

<b>Cost Voucher (Cost Reimbursable, T&amp;M , LH, or FPI)</b> <b>Contractors MUST attach a completed SF-1035 in WAWF</b>	
<b>Applies to CLINs/SLINS:</b>	
Issue DODAAC	N66604
Admin DODAAC	S0701A
Pay Office DODAAC	HQ0337
DCAA Auditor	HAA661

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 18 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Service Approver DODAAC	N66604
-------------------------	--------

**ATTN CONTRACTORS:**

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

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

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

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

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

<b>Send Additional Email Notification To:</b>

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

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NUWCDIVNPT WAWF point of contact, [REDACTED]

[REDACTED] **For payment status, log into WAWF, scroll to the bottom of the page, and click on the link for "Pay Status (myinvoice – External Link)". Call or e-mail [REDACTED] only if you cannot get the answer through the WAWF Website.**

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 19 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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:

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

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

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

#### G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(OCT 2004)

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

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

(3) Conduct post-award orientation conferences.

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

(44) Perform engineering analyses of contractor cost proposals.

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

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 20 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

(1) All other functions of FAR 42.302(a) except (3), (40), (44), (45), (46), and (47).

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

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

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

**G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (SEP 2004)**

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**G17S COR APPOINTMENT (MAR 2010)**

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

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

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 21 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Accounting Data

SLINID PR Number Amount

-----  
0001AB N66604-5005-05N3 [REDACTED]  
LLA :  
A1 97X4930.NH6A 000 77777 0 066604 2F 8E0016 H56240534210 [REDACTED]

BASE Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 01

0001AC N66604-5187-05N3 [REDACTED]  
LLA :  
A2 97X4930.NH6A 000 77777 0 066604 2F 8E0016 U56260534210

0001AD N66605-5195-08N3 [REDACTED]  
LLA :  
A3 97X4930.NH6A 000 77777 0 066604 2F 8E0016 A53732534210

0001AE N66604-5195-10N3 [REDACTED]  
LLA :  
A2: 97X4930.NH6A 000 77777 0 066604 2F 8E0016 U56250534210

0001AF N66604-5194-82N5 [REDACTED]  
LLA :  
A4 97X4930.NH6A 000 77777 0 066604 2F 8E0016 S52830534220

0001AG N66604-5194-83N5 [REDACTED]  
LLA :  
A5 97X4930.NH6A 000 77777 0 066604 2F 8E0016 S52837534220

MOD 01 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 02

0001AH N66604-5195-08N3-001 [REDACTED]  
LLA :  
A3 97X4930.NH6A 000 77777 0 066604 2F 8E0016 A53732534210

MOD 02 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 03

120001 N66604-5353-6194 [REDACTED]  
LLA :  
A6 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A537236  
Standard Number: 0041740

MOD 03 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 04

120002 N66604-6019-7622 [REDACTED]  
LLA :  
A7 97X4930.NH6A 000 77777 0 066604 2F 000000 34210M991036  
Standard Number: 0041740

120003 N66604-6026-8038 [REDACTED]  
LLA :  
A8 1761804.15VR 000 00015 0 068892 2D C17052 00015634651Q (RCP# N0001506RC17052/A  
CRN AA/I531006)  
Standard Number: 0041740

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 22 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 04 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 05

120004 N66604-6032-8495 [REDACTED]  
LLA :  
A9 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A537216  
Standard Number: 0041740

MOD 05 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 07

120005 N66604-6150-7264 [REDACTED]  
LLA :  
B1 97X4930.NH6A 000 77777 0 066604 2F 000000 34210E736036  
Standard Number: 0041740

MOD 07 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 08

130001 N66604-6290-3503 [REDACTED]  
LLA :  
B2 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A531007  
Standard Number: 0041740

330001 N66604-6290-3505 [REDACTED]  
LLA :  
B2 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A531007  
Standard Number: 0041740

MOD 08 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 09

130002 N66604-6299-5509 [REDACTED]  
LLA :  
B3 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A530607  
Standard Number: 0041740

130003 N66604-6299-5510 [REDACTED]  
LLA :  
B4 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A531107  
Standard Number: 0041740

MOD 09 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 10

130004 N66604-6331-9646 [REDACTED]  
LLA :  
B5 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A537217  
Standard Number: 0041740

130005 N66604-6331-9647 [REDACTED]  
LLA :  
B6 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A537267  
Standard Number: 0041740

MOD 10 Funding [REDACTED]



CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 23 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Cumulative Funding [REDACTED]

MOD 11

130006 N66604-7023-9052 [REDACTED]  
LLA :  
B8 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A537237  
Standard Number: 0041740

330001 N66604-7045-3973 [REDACTED]  
LLA :  
B2 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A531007  
Standard Number: 0041740

MOD 11 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 12

130002 N66604-7059-7098 [REDACTED]  
LLA :  
B3 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A530607  
Standard Number: 0041740

MOD 12 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 13

130001 N66604-7081-4681 [REDACTED]  
LLA :  
B2 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A531007  
Standard Number: 0041740

MOD 13 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 14

130007 N66604-7086-5983 [REDACTED]  
LLA :  
B9 97X4930.NH6A 000 77777 0 066604 2F 000000 34210E738037  
Standard Number: 0041740

MOD 14 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 15

130004 N66604-7093-7983 [REDACTED]  
LLA :  
B5 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A537217  
Standard Number: 0041740

130008 N66604-7093-7985 [REDACTED]  
LLA :  
C1 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A537227  
Standard Number: 0041740

MOD 15 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 16

140001 N66604-7247-2425 [REDACTED]  
LLA :  
C2 97X4930.NH6A 000 77777 0 066604 2F 000000 34210X529167

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 24 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Standard Number: 0041740

340001 N66604-7247-2434 [REDACTED]  
 LLA :  
 C2 97X4930.NH6A 000 77777 0 066604 2F 000000 34210X529167  
 Standard Number: 0041740

MOD 16 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 18

130008 N66604-7093-7985-990 [REDACTED]  
 LLA :  
 C1 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A537227  
 Standard Number: 0041740

140002 N66604-7310-9421 [REDACTED]  
 LLA :  
 C3 1781804.15VR 000 00015 0 068892 2D C17028 00015834G1EQ  
 Standard Number: 0041740  
 RCP# N0001508RC17028; ACRN AA;  
 JON:I530048

140003 N66604-7310-9424 [REDACTED]  
 LLA :  
 C4 1781804.15VR 000 00015 0 068892 2D C17028 00015834G1EQ  
 Standard Number: 0041740  
 RCP# N0001508RC17028;  
 ACRN AA;  
 JON:I530038

340002 N66604-7310-9425 [REDACTED]  
 LLA :  
 C4 1781804.15VR 000 00015 0 068892 2D C17028 00015834G1EQ  
 Standard Number: 0041740  
 RCP# N0001508RC17028;  
 ACRN AA;  
 JON:I530038

MOD 18 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 19

140001 N66604-7247-2425 [REDACTED]  
 LLA :  
 C2 97X4930.NH6A 000 77777 0 066604 2F 000000 34210X529167  
 Standard Number: 0041740

340001 N66604-7247-2434 [REDACTED]  
 LLA :  
 C2 97X4930.NH6A 000 77777 0 066604 2F 000000 34210X529167  
 Standard Number: 0041740

MOD 19 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 20

140004 N66604-8067-5196 [REDACTED]  
 LLA :  
 C5 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A537218  
 Standard Number: 0041740

140005 N66604-8039-0964 [REDACTED]  
 LLA :  
 C6 97X4930.NH6A 000 77777 0 066604 2F 000000 34210R529628  
 Standard Number: 0027622

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 25 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

140006 N66604-8039-0967 [REDACTED]  
 LLA :  
 C7 97X4930.NH6A 000 77777 0 066604 2F 000000 34210R529638  
 Standard Number: 0027622

MOD 20 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 21

140007 N66604-8150-9134 [REDACTED]  
 LLA :  
 C8 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A537648  
 Standard Number: 0041740

140008 N66604-8127-4659 [REDACTED]  
 LLA :  
 C9 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A537338  
 Standard Number: 0041740

340003 N66604-8137-6970 [REDACTED]  
 LLA :  
 D1 97X4930.NH6A 000 77777 0 066604 2F 000000 34210S529508  
 Standard Number: 0041740

340004 N66604-8137-6982 [REDACTED]  
 LLA :  
 D2 97X4930.NH6A 000 77777 0 066604 2F 000000 34210R529648  
 Standard Number: 0041740

340005 N66604-8137-6865 [REDACTED]  
 LLA :  
 D3 1781804.15VR 000 00015 0 068892 2D C17028 00015834G1EQ  
 Standard Number: 0041740  
 Reference: RCP# N0001508RC17028;  
 ACRN AA; JON:I530028

MOD 21 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 22

120005 N66604-6150-7264 [REDACTED]  
 LLA :  
 B1 97X4930.NH6A 000 77777 0 066604 2F 000000 34210E736036  
 Standard Number: 0041740

MOD 22 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 23

140008 N66604-8127-4659 [REDACTED]  
 LLA :  
 C9 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A537338  
 Standard Number: 0041740

MOD 23 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 26 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION**

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

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

### **H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)**

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

### **H31S INCREMENTAL FUNDING - ADDITIONAL FUNDS (JAN 2008)**

The total funding obligated for performance is therefore [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 30, 2008

### **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**

(a) Performance under this task order may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his 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

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 27 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

performance of the task order in accordance with FAR subpart 31.2 or 31.3 as applicable.

### **H83S SERVICE CONTRACT ACT WAGE DETERMINATION (DEC 2006)**

The applicable Service Contract Act Wage Determinations by the Secretary of Labor is listed below:

Wage Determination #: 2005-2467 Rev.: 5: Area: RI (Newport County)

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

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

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

1. Were these services previously performed at this locality under an SCA-Covered contract?
2. Are any of the employees performing work subject to a CBA?
3. Are the contract services to be performed listed below as Non-Standard Services?
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.

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

This task order is renewable at the prices stated in Section B of the Contractor's proposal, at the option of the Government. The Task Order Ordering Officer shall give written notice of renewal to the Contractor by the first day of each Government fiscal year or within 30 days after funds for that fiscal year become available, whichever date is the later; provided that the Task Order Ordering Officer shall have given preliminary notice of the Government's intention to renew at least 30 days before this task order is to expire. Such a preliminary notice of intent to renew shall not be deemed to commit the Government to renewals. If the Government exercises this option for renewal, the task order as renewed shall be deemed to include this option provision however, the total duration of this task order, including the exercise of any options under this clause, shall not exceed 60 months.

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 28 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

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

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

252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR (APR 1988)

COMPUTER SOFTWARE

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)

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

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

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

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

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

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

52.222-41 Service Contract Act (1965)

### **52.222-54 Employment Eligibility Verification (Jan 2009)**

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

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

(1) Means any item of supply that is—

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

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

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

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

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 29 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

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

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

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

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

(b) *Enrollment and verification requirements.*

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

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

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

(i) *All new employees.*

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

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

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

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract,

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 30 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

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

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

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

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

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

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

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

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

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

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

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

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

(1) *Is for—*

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

(ii) Construction;

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



CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 31 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(3) Includes work performed in the United States.

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

(a) *Definitions.*

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

(b) The Contractor-

(1) Agrees not to-

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

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

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

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

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 32 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

**52.244-2 SUBCONTRACTS (OCT 2010)**

CONTRACT NO. N00178-04-D-4126	DELIVERY ORDER NO. N401	AMENDMENT/MODIFICATION NO. 23	PAGE 33 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION J LIST OF ATTACHMENTS

DD Form 254  
GFP doc  
TAP  
CDRL 1&2  
CDRL 3&4  
CDRL Addendum  
DD Form 254 Revision 1