

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   3	
2. AMENDMENT/MODIFICATION NO. 23	3. EFFECTIVE DATE 25-Feb-2011	4. REQUISITION/PURCHASE REQ. NO. N66604-1041-4705	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N66604	7. ADMINISTERED BY (If other than Item 6) CODE	S2101A	

NUWC, NEWPORT DIVISION  
Simonpietri Drive, Building 11  
Newport RI 02841-1706  
mary.faverio@navy.mil 401-832-6774

DCMA Baltimore  
217 EAST REDWOOD STREET, SUITE 1800  
BALTIMORE MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) General Physics Corporation 25 Enterprise Center, Bldg. #1 Middletown RI 21075-5926	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4053-N406
	10B. DATED (SEE ITEM 13) 15-Apr-2008
CAGE CODE 64825	FACILITY CODE 047799267

**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) BILATERAL - FAR 52.232-22 'Limitation of Funds (APR 1984)', 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) Larry Burgess, Director		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bonnie L Stevens, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Larry Burgess (Signature of person authorized to sign)	15C. DATE SIGNED 01-Mar-2011	16B. UNITED STATES OF AMERICA BY /s/Bonnie L Stevens (Signature of Contracting Officer)	16C. DATE SIGNED 01-Mar-2011

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

**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, 3411/R.Carnevale, 3411/G.Henry, 119CLO/S.Gempp, COMMANDING OFFICER, SPACE & NAVAL WARFARE SYSTEMS COMMAND, ATTN: DONNA DUDLEY, 4301 PACIFIC HIGHWAY, BLDG OT7, SAN DIEGO, CA 92110-3127**

FSC: R414

NUWCDIVNPT Control Number: 112049

NUWCDIVNPT Requisition Number(s): N66604-1041-4705 and N66604-1041-4707

NUWCDIVNPT POC: Mary Faverio (See Block 6 of the Task Order cover page for e-mail address and telephone number.)

Mod 23: The purpose of this modification is to:

1. Add funding
2. Shift ceiling from CLIN 4100 (Option 4 (OPN) Labor) to CLIN 4200 (Option 7 (OMN) Labor)
3. Revise Clause B30S Level of Effort for Option 7 (OMN) CLIN 4200

### SECTION B –

1. Establish new SLINs 420004 and 620002
2. Shift ceiling from CLIN 4100 (Option 4 (OPN) Labor) to CLIN 4200 (Option 7 (OMN) Labor) as follows:

TO #:	N00178-04-D-4053		N406	23
CLIN:	4100	FROM	BY	TO
	Cost	\$ 543,590.00	\$ (6,091.81)	\$537,498.19
	Fee	\$ 36,424.00	\$ (408.19)	\$ 36,015.81
	Total	\$ 580,014.00	\$ (6,500.00)	\$573,514.00
	Hours	9,920	(111)	9,809
TO #:	N00178-04-D-4053		N406	23
CLIN:	4200	FROM	BY	TO
	Cost	\$ 100,511.37	\$ 6,091.81	\$106,603.18
	Fee	\$ 6,736.00	\$ 408.19	\$ 7,144.19
	Total	\$ 107,247.37	\$ 6,500.00	\$113,747.37
	Hours	1,905	111	2,016

3. Revise Clause B30S Level of Effort for CLINS 4100 and 4200

**SECTION G –** LLAs D6/420004 and D6/620002 are added by this modification.

**SECTION H -** Change Clause H31S to reflect increase in funds.

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The total funding obligated for this task order is increased from \$1,217,039.43 by \$10,000.00 to \$1,227,039.43.

Due to the above ceiling shift, the total value of this task order remains 3,661,526.00.

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 Engineering,  
Technical and  
Programmatic  
Services in  
support of the  
Radio Frequency  
Distribution and  
Control System  
(RFDACS)

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1100	Base Period - OPN (OPN)	9002.0	LH	\$459,889.00	\$30,819.00	\$490,708.00
110001	ACRN A1 (OPN)	\$10,000				
110002	ACRN A2 (OPN)	\$75,000				
110003	ACRN A3 (OPN)	\$100,000				
110004	A5 (OPN)	\$49,000.00				
110005	A5 (OPN)	\$1,000.00				
110006	A7 (OPN)	\$1,000.00				
110007	A8 (OPN)	\$1,000.00				
110008	A1 (OPN)	\$5,000				
110009	A9 (OPN)	\$1,184.82				
110010	B2 (OPN)	\$55,000.00				
110011	B5 (OPN)	\$14,000.00				
110012	B6 (OPN)	\$19,000.00				
110013	B7 (OPN)	\$22,200.00				
110014	B8 (OPN)	\$19,000.00				

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110015 B9 \$14,000.00  
(OPN)

110016 C1 \$2,800.00  
(OPN)

110017 C2 \$50,000.00  
(OPN)

1101 Option 1 - OPN 9920.0 LH \$525,078.00 \$35,186.00 \$560,264.00  
(OPN)

110101 C3 \$47,400.00  
(OPN)

110102 C2 \$6,744.00  
(OPN)

110103 C5 \$32,000.00  
(OPN)

110104 C6 \$10,000.00  
(OPN)

110105 C7 \$48,000.00  
(OPN)

1200 Option 2 - O&MN 1886.0 LH \$95,579.00 \$6,411.00 \$101,990.00  
(O&MN,N)

120001 A4 \$17,300.00  
(O&MN,N)

120002 A6 \$79,000.00  
(O&MN,N)

120003 B1 \$5,690.00  
(O&MN,N)

1201 Option 3 - O&MN 2785.0 LH \$147,940.63 \$9,925.00 \$157,865.63  
(O&MN,N)

120101 B4 \$25,869.00  
(O&MN,N)

120102 B4 \$12,017.67  
(O&MN,N)

120103 B4 \$29,978.96  
(O&MN,N)

120104 C4 \$90,000.00  
(O&MN,N)

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
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3000 Prime and  
Subcontractor  
Travel & Material  
(with Burdens, no

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fee).

\$0.00

3100	Base Period - OPN (OPN)	1.0 Lot	\$22,700.00
310001	ACRN A2 \$15,000 (OPN)		
310002	A7 \$2,700.00 (OPN)		
310003	A8 \$5,000.00 (OPN)		
3101	Option 1 - OPN (OPN)	1.0 Lot	\$20,597.00
310101	C3 \$1,000.00 (OPN)		
310102	C2 \$1,000.00 (OPN)		
3200	Option 2 - O&MN (O&MN,N)	1.0 Lot	\$19,997.00
320001	A4 \$1,000.00 (O&MN,N)		
320002	A6 \$1,000.00 (O&MN,N)		
3201	Option 3 - O&MN (O&MN,N)	1.0 Lot	\$20,597.00
320101	B4 \$1,000.00 (O&MN,N)		
320102	B4 \$1,000.00 (O&MN,N)		

For Cost Type Items:

4000 Engineering,  
Technical and  
Programmatic  
Services in  
support of the  
Radio Frequency  
Distribution and  
Control System  
(RFDACS)

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4100	Option 4 - OPN (OPN)	9809.0	LH	\$537,498.19	\$36,015.81	\$573,514.00
410001	C8 \$75,020.00					

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(OPN)

410002 C9 \$47,888.00  
(OPN)

410003 C9 \$35,000.00  
(OPN)

410004 D4 \$35,000.00  
(OPN)

410005 D5 \$30,000.00  
(OPN)

4101	Option 5 - OPN (OPN) Option	9920.0 LH	\$562,467.00	\$37,686.00	\$600,153.00
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4102	Option 6 - OPN (OPN) Option	9920.0 LH	\$581,717.00	\$38,971.00	\$620,688.00
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4200	Option 7 - O&MN (O&MN,N)	2016.0 LH	\$106,603.18	\$7,144.19	\$113,747.37
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420001 D1 \$969.00  
(O&MN,N)

420002 D2 \$89,913.51  
(O&MN,N)

420003 D3 \$16,364.47  
(O&MN,N)

420004 D6 \$6,500.00  
(O&MN,N)

4201	Option 8 - O&MN (O&MN,N) Option	1886.0 LH	\$106,084.00	\$7,114.00	\$113,198.00
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4202	Option 9 - O&MN (O&MN,N) Option	1886.0 LH	\$109,711.00	\$7,356.00	\$117,067.00
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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6000	Prime and Subcontractor Travel & Material (with Burdens, no fee).			
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\$0.00

6100	Option 4 - OPN (OPN)	1.0 Lot		\$21,214.00
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610001 C8 \$2,500.00  
(OPN)

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610002 C9 \$2,500.00  
(OPN)

6101 Option 5 - OPN 1.0 LY \$21,852.00  
(OPN)  
Option

6102 Option 6 - OPN 1.0 Lot \$19,804.00  
(OPN)  
Option

6200 Option 7 - O&MN 1.0 Lot \$21,214.00  
(O&MN,N)

620001 D1 \$10,000.00  
(O&MN,N)

620002 D6 \$3,500.00  
(O&MN,N)

6201 Option 8 - O&MN 1.0 Lot \$21,850.00  
(O&MN,N)  
Option

6202 Option 9 - O&MN 1.0 Lot \$22,506.00  
(O&MN,N)  
Option

**B30S LEVEL OF EFFORT - TERM (MAR 2010)**

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

SLIN	Funding	Base or Option #	Hours Government Site	Hours Contractor Site
1100	OPN	Base	9,002	-0-
1101	OPN	Option 1	9,920	-0-
4100	OPN	Option 4	9,809	-0-
4101	OPN	Option 5	9,920	-0-
4102	OPN	Option 6	9,920	-0-
1200	OM&N	Option 2	1,886	-0-
1201	OM&N	Option 3	2,785	-0-
4200	OM&N	Option 7	2,016	-0-
4201	OM&N	Option 8	1,886	-0-
4202	OM&N	Option 9	1,886	-0-

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

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

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

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

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

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

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

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

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

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

**B42S OPTIONS (JUN 2005)**

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

<b>CLINS/OPTION</b>	<b>EXERCISE DATE – ON OR BEFORE</b>
<b><u>OPN</u></b>	
1101/3101 Option 1	May 30, 2009
4100/6100 Option 4	May 30, 2010
4101/6101 Option 5	May 30, 2011
4102/6102 Option 6	May 30, 2012
<b><u>OMN</u></b>	
1200/3200 Option 2	June 30, 2008
1201/3201 Option 3	May 30, 2009
4200/6200 Option 7	June 30, 2010
4201/6201 Option 8	May 30, 2011
4202/6202 Option 9	May 30, 2012

**B43S OPTIONS AND BASIC AWARD TERM (JAN 2005)**

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

**B51S PAYMENT OF FIXED FEE - TERM (NOV 2005)**

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(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

RADIO FREQUENCY DISTRIBUTION and CONTROL SYSTEM TECHNICAL, ENGINEERING and PROGRAMMATIC SUPPORT

#### 1.0 BACKGROUND

The Naval Undersea Warfare Center (NUWC) Division Newport is the Navy's principal development activity for submarine combat systems. The Submarine Electromagnetic Systems Department (Code 34) is responsible for the development of Submarine Periscope and Communications systems, ESM and Electro-Optic systems, and Electromagnetic Compatibility systems. Within this department, Code 3493 is tasked to function as the Technical Design Agent (TDA), the system integration agent, and, in some cases, procuring agency for submarine antenna programs. In this capacity, Code 3493 is responsible for the evaluation, development, and implementation of various submarine antenna programs and modifications administered by the Space and Naval Warfare Systems Command (SPAWAR) and Naval Sea Systems Command (NAVSEA) including development of all program documentation. Included within these existing and planned programs is the Radio Frequency Distribution and Control System (RFDACS).

#### 2.0 SCOPE

The contractor shall provide technical, engineering and programmatic services in support of the RFDACS program. The specific technical and engineering services pertaining to the RFDACS shall include: logistics, configuration management, fabrication, systems development and or systems modification, life cycle maintenance, field support, design/drafting services, environmental qualifications testing, repair and evaluation and recommendation of Pre-Planned Product Improvements (P3I). The Programmatic services pertaining to the RFDACS shall include: day to day program support for the RFDACS program.

#### 3.0 APPLICABLE DOCUMENTS

3.1 Government Furnished Information: Technical specifications, documentation, acquisition documents and drawings for the RFDACS systems as required.

a. CINCLANTFLT/CINCPACFLTINST 4790.3 Revision A, Joint Fleet Maintenance Manual

b. NAVSEA 0924-062-0010, Revision C w/Change 1, ACN 2-1, ACN 2-2, and ACN 2-3 Submarine Safety (SUBSAFE) Requirements Manual

c. NAVSEA T9081-AD-MMO-010 & 020 w/Change 121, SSN 21 Class Maintenance Requirements for Continued Operation to Design Test Depth

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- d. NAVSEA 0948-LP-045-7010, Revision 2 and ACN 1-6, Material Control Standard
- e. NAVSEA 0902-018-2010, ACN M20-03, General Overhaul Specifications for Deep Diving SSBN/SSN Submarines
- f. NAVSEA SL720-AA-MAN-010 Rev 2 Fleet Modernization Program (FMP) Management and Operations Manual
- g. NAVSEA 9090-310D Ship Alteration Accomplishment by Install Teams
- h. NAVSEANOTE 5000 Activities Authorized to Perform SUBSAFE Work
- i. NAVSEA letter 4720 Ser 392CA51/0161 of 19 Jul 2004
- j. NAVSEAINST 4720.14C Temporary Alterations to Active Fleet Submarines
- k. NAVSEA S0400-AD-URM-010/TUM Tag-out Users Manual
- l. NAVSEA 0905-485-6010, Manual for Control of Testing and Ships Conditions
- m. S9560-CK-SCB-010 SEAWOLF Class Submarine Fly-By-Wire Ship Control System Certification Boundary Book

3.2 Government Furnished Equipment. None required.

3.3 Government Furnished Facilities. Code 3411 Fabrication Labs, RFDACS Engineering lab spaces.

#### **4.0 REQUIREMENTS**

The contractor shall provide technical, engineering and programmatic support services for the development and/or modification of a field operationally effective, suitable, and survivable RFDACS submarine communications system. The contractor shall provide systems engineering and analysis, recommend program definition and requirements, conduct system development and trade-offs, perform technical assessments, recommend and install system modifications, and provide technical reports. The tasks that shall be performed under this task order fit under SEAPORTE basic contract Statement of Work tasks 3.5, 3.14, 3.15, 3.16, 3.17, 3.20 and 3.21.

##### **4.1 RFDACS Technical/ Engineering /Programmatic Support**

The contractor shall provide the following technical, engineering and program support services for the Radio Frequency Distribution and Control System (RFDACS):

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- Prepare draft responses to questions submitted to NUWC DIVNPT by CNO, SPAWAR, and other Navy activities.
- For all classes of submarines provide integration support consisting of technical assistance and troubleshooting.
- Develop and deliver a recommended plan for the transition to Navy support and achievement of Material Support Date (MSD).
- Provide cost, schedule, and technical assessments of hardware spares and repair pricing Provide cost estimates to build and implement upgrades.
- Provide technical support by performing technical analyses, monitoring testing and providing recommendations for solutions to technical problems.
- Develop a recommended Memorandum of Agreement (MOA) in accordance with applicable GFI (a) through (m) and compile information required to implement the MOA once approved.
- Track program components.
- Develop, field, and provide life cycle support: review technical documentation and provide problem reports, update NUWC DIVNPT problem report database, build hardware/cables, develop test procedures and draft standard operating procedures.
- Provide RF testing and system troubleshooting for the RFDACS system including: insertion loss, VSWR and High Power testing.
- Hand solder surface mounted components.
- Fabricate VXI chassis and RF cables and connectors.
- Train RFDACS users in RFDACS operations and maintenance.
- Prepare draft Engineering Change Proposal (ECP).

All efforts shall be documented in accordance with SOW Paragraph 5.0. Recommendations and results of analyses shall be documented in accordance with CDRL A001. Participation in program events shall be documented in accordance with CDRL A002.

#### **4.2 RFDACS Qualification Tests & Repairs**

The contractor shall perform environmental qualifications testing of the RFDACS systems. The contractor shall

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conduct all phases of the RF qualification test. The contractor shall conduct repairs on the RFDACS system located in the RFDACS Engineering Lab Spaces.

#### **4.3 Program Support**

The contractor shall track, update and generate reports with the NUWCDIVNPT Task Execution and Management Model (TEAM) database. The contractor shall attend program status meetings to obtain information about issues related to the operation and production of the RFDACS System. The contractor shall provide engineering and fabrication services to resolve all issues identified during the program status meetings. All actions and documented resolutions will be identified in accordance with CDRL A001. All meetings will be documented in accordance with CDRL A004.

#### **4.4 Engineering Changes/Configuration Management**

The contractor shall perform design, engineering, and drafting services to document and shall document design changes and modifications to the RFDAC System required by parts obsolescence or directed design changes. The drawing package shall be modified and change notices updated. The contractor shall modify all drawings and deliver them in .dwg or pdf format in accordance with CDRL A003.

#### **5.0 PROGRESS REPORTS**

The contractor shall deliver monthly cost and performance reports in accordance with the basic contract clause C16 COST AND PERFORMANCE REPORTING (May 2001).

#### **6.0 QUALITY SURVEILLANCE & PERFORMANCE STANDARDS**

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

Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the performance standards and goals defined in applicable documents provided as GFI 3.1. 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 the task order estimated cost and fixed fee.

#### **7.0 SECURITY**

The highest security level required for this task order is SECRET.

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## 8.0 PERFORMANCE

The contractor shall conduct the tasks described herein primarily at Naval Undersea Warfare Center Division Newport (NUWCDIVNPT), RI. Travel may be required in support of platforms in need (i.e. Groton, CT).

### C16S COST AND PERFORMANCE REPORTING (MAY 2005)

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

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

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

(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 119 .

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

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

(2) Content.

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

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

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

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(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.

#### C25S ACCESS TO GOVERNMENT SITE (OCT 2009)

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

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

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

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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 under "Contractor Info" at: <http://www.navsea.navy.mil/nuwc/newport/docs/Forms/AllItems.aspx>

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at:  
[http://www.navsea.navy.mil/nuwc/newport/docs/EMS\\_EnvPolicy1.pdf](http://www.navsea.navy.mil/nuwc/newport/docs/EMS_EnvPolicy1.pdf)

(d) The contractor shall ensure that each contractor employee who is resident at any 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.navsea.navy.mil/nuwc/newport/docs/External%20ISO14001\\_2009%20Training.pdf](http://www.navsea.navy.mil/nuwc/newport/docs/External%20ISO14001_2009%20Training.pdf)

(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.

#### **C26S INFORMATION ASSURANCE – UNCLASSIFIED DOD INFORMATION ON NON-DOD INFORMATION SYSTEMS (JUL 2010)**

a. The Contractor shall ensure that unclassified DoD information it receives or produces in support of DoD activities is protected according to the information safeguards described in Attachment 2 to Directive-Type Memorandum (DTM) 08.027 – Security of Unclassified DoD Information on Non-DoD Information Systems, which is available at the following web address:

<http://www.dtic.mil/whs/directives/corres/pdf/DTM-08-027.pdf>

b. Upon request by the Government, the Contractor shall provide documentation demonstrating the safeguards the contractor has implemented to ensure the security of unclassified DoD Information.

c. Contractor personnel that have not been briefed on Attachment 2 to Directive-Type memorandum (DTM) 08-027 – Security of Unclassified DoD Information on Non-DoD Information Systems shall be denied access contractor systems that contain unclassified DoD information.

d. *Subcontracts.* If the Contractor issues any subcontracts in which the subcontractor will have access to unclassified DoD information, the Contractor shall include this clause.

#### **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

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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 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

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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 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.

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## **SECTION D PACKAGING AND MARKING**

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

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

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

ORDER NUMBER: (from Task Order Block 2)

REQUISITION NUMBER: (from Task Order General Information Section)

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

(a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.

(b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).

(c) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this task order. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Task Order Ordering Officer.

(d) Release of all technical data is subject to 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

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similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

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## **SECTION E INSPECTION AND ACCEPTANCE**

### **E14S INSPECTION AND ACCEPTANCE OF SERVICES (AUG 2005)**

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

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## **SECTION F DELIVERABLES OR PERFORMANCE**

### **F1S PERIOD OF PERFORMANCE (MAY 2006)**

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

#### **OPN**

CLINS 1100 & 3100, BASE PERIOD - FROM 4/15/2008 - 5/27/2009  
CLINS 1101 & 3101, OPTION 1 - FROM 5/28/2009 - 4/14/2010  
CLINS 4100 & 6100, OPTION 4\* - FROM 5/04/2010 - 4/14/2011  
CLINS 4101 & 6101, OPTION 5\* - FROM 4/15/2011 - 4/14/2012  
CLINS 4102 & 6102, OPTION 6\* - FROM 4/15/2012 - 4/14/2013

#### **OMN**

CLINS 1200 & 3200, OPTION 2 - FROM 6/06/2008 - 9/30/2008  
CLINS 1201 & 3201, OPTION 3 - FROM 2/2/2009 - 2/1/2010  
CLINS 4200 & 6200, OPTION 7 - **FROM 6/8/10 - 4/14/2011**  
CLINS 4201 & 6201, OPTION 8\* - FROM 4/15/2011 - 4/14/2012  
CLINS 4202 & 6202, OPTION 9\* - FROM 4/15/2012 - 4/14/2013

**\*If Options Are Exercised**

### **F18S DELIVERY AT DESTINATION (JUN 2004)**

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

Supply Officer

Naval Undersea Warfare Center, Division Newport

Naval Station Newport, Bldg. 47

47 Chandler Street

Newport, RI 02841-1708

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

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

### **F30S PLACE OF PERFORMANCE (APR 2005)**

Work will be performed at the Contractor's facility or other locations, 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 – SEP 2009) (NOV 2009)**

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

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

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

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

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

X	<b>Cost Voucher (Cost Reimbursable, T&amp;M, LH, or FPI) Contractors <i>MUST</i> attach a completed SF-1035 in WAWF</b>
<b>Applies to CLINs/SLINs: 1100, 1101, 1200, 1201, 3100, 3101, 3200, 3201, 4100, 4101, 4102, 4200, 4201, 4202, 6100, 6101, 6102, 6200, 6201, 6202</b>	
Issue DODAAC	N66604
Admin DODAAC	S2101A
Pay Office DODAAC	HQ0338
DCAA Auditor	HAA719
Service Approver DODAAC	N66604

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**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 TTTTTT 0 068342 2D 000000 333333333333  
AA: 1781811.H230 310 TTTTTT 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>
<a href="mailto:gary.a.henry@navy.mil">gary.a.henry@navy.mil</a>

(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 401-832-4964 or gerard.palmer@navy.mil (alternate: Catharine Costakos at 401-832-1488, catharine.costakos@navy.mil). **For payment status, log into WAWF, scroll to the bottom of the page, and click on the link for "Pay Status (myinvoice – External Link)". Call or e-mail Barbara Sangeado at 401-832-4952 or barbara.sangeado@navy.mil only if you cannot get the answer through the WAWF Website.**

**GI0S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (SEP 2010)**

(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.

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(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: Joan Purcell

Telephone: Commercial: 401-832-1751; DSN: 432-1751

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

Email: [purcelljm@npt.nuwc.navy.mil](mailto:purcelljm@npt.nuwc.navy.mil)

(d) The Task Order Negotiator is: None.

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

Name: David J. Rego

Commercial Phone: 401-832-1766; DSN: 432-1766

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

Email: [david.rego@navy.mil](mailto:david.rego@navy.mil)

### **G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(JUN 2010)**

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

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

(3) Conduct post-award orientation conferences.

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

(44) Perform engineering analyses of contractor cost proposals.

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

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

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

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

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

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

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

**G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)**

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

Name: Larry Burgess

Title: Senior Technical Representative

Mailing Address: General Physics, 25 Enterprise Center, Middletown, RI 02842

E-mail Address: [lburgess@gpworldwide.com](mailto:lburgess@gpworldwide.com)

Telephone: (401) 849-8550 x68302; FAX: (401) 849-8587

**G17S COR APPOINTMENT (JUN 2010)**

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

Name: Gary Henry  
Code: 3411

Mailing Address:  
Naval Undersea Warfare Center Division, Newport, 1176 Howell Street, Building: 1320; Room: 311,  
Newport, RI 02841

Telephone: Commercial (401) 832-5421; DSN 432-5421

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

(c) Alternate COR. In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting on behalf of the COR. The Task Order

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Ordering Officer hereby appoints the following individual as the Alternate COR.

Name: None.

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

Accounting Data

SLINID	PR Number	Amount
110001	N66604-7214-9109	10000.00
LLA :		
A1 1771810.52L0 252 EAE77 0 068342 2D 000000 L0084MIX0000		
Standard Number: 0110621		
Doc #N0003907WXFM218, Amend 001, Sponsor ACRN AB,		
Job Order I551218 Ref #N0003907AFN52L0		
110002	N66604-8099-9917	75000.00
LLA :		
A2 97X4930.NH6A 000 77777 0 066604 2F 000000 34020S551168		
Standard Number: 0110621		
110003	N66604-8099-9918	100000.00
LLA :		
A3 97X4930.NH6A 000 77777 0 066604 2F 000000 34020S551158		
Standard Number: 0110621		
310001	N66604-8099-9907	15000.00
LLA :		
A2 97X4930.NH6A 000 77777 0 066604 2F 000000 34020S551168		
Standard Number: 0110621		
BASE Funding 200000.00		
Cumulative Funding 200000.00		
MOD 01		
110004	N66604-8115-2911	49000.00
LLA :		
A5 97X4930.NH6A 000 77777 0 066604 2F 000000 34020S551068		
Standard Number: 0110621		
110005	N66604-8140-7360	1000.00
LLA :		
A5 97X4930.NH6A 000 77777 0 066604 2F 000000 34020S551068		
Standard Number: 0110621		
110006	N66604-8141-7435	1000.00
LLA :		
A7 97X4930.NH6A 000 77777 0 066604 2F 000000 34020X551118		
Standard Number: 0110621		
110007	N66604-8141-7441	1000.00
LLA :		
A8 97X4930.NH6A 000 77777 0 066604 2F 000000 34020X551518		
Standard Number: 0110621		
120001	N66604-8113-2585	17300.00
LLA :		
A4 97X4930.NH6A 000 77777 0 066604 2F 000000 34020S551018		
Standard Number: 0110621		

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120002 N66604-8115-2923 79000.00  
 LLA :  
 A6 97X4930.NH6A 000 77777 0 066604 2F 000000 34020S551028  
 Standard Number: 0110621

310002 N66604-8116-3144 2700.00  
 LLA :  
 A7 97X4930.NH6A 000 77777 0 066604 2F 000000 34020X551118  
 Standard Number: 0110621

310003 N66604-8127-4779 5000.00  
 LLA :  
 A8 97X4930.NH6A 000 77777 0 066604 2F 000000 34020X551518  
 Standard Number: 0110621

320001 N66604-8140-7355 1000.00  
 LLA :  
 A4 97X4930.NH6A 000 77777 0 066604 2F 000000 34020S55101  
 Standard Number: 0110621

320002 N66604-8140-7364 1000.00  
 LLA :  
 A6 97X4930.NH6A 000 77777 0 066604 2F 000000 34020S551028  
 Standard Number: 0110621

MOD 01 Funding 158000.00  
 Cumulative Funding 358000.00

MOD 02

110008 N66604-7330-1315 5000.00  
 LLA :  
 A1 1771810.52L0 252 EAE77 0 068342 2D 000000 L0084MIX0000  
 Standard Number: 0110621  
 Doc #N0003907WXXFM218, Amend 001, Sponsor ACRN AB,  
 Job Order I551218 Ref #N0003907AFN52L0

MOD 02 Funding 5000.00  
 Cumulative Funding 363000.00

MOD 03

110009 N66604-8205-0436 1184.82  
 LLA :  
 A9 97X4930.NH6A 000 77777 0 066604 2F 000000 34020S551228  
 Standard Number: 0110621

MOD 03 Funding 1184.82  
 Cumulative Funding 364184.82

MOD 04

120003 N66604-8238-6921 5690.00  
 LLA :  
 B1 97X4930.NH6A 000 77777 0 066604 2F 000000 34330B435088  
 Standard Number: 0110621

MOD 04 Funding 5690.00  
 Cumulative Funding 369874.82

MOD 05

110010 N66604-8224-3885 55000.00  
 LLA :  
 B2 97X4930.NH6A 000 77777 0 066604 2F 000000 34020S551128  
 Standard Number: 0110621

MOD 05 Funding 55000.00  
 Cumulative Funding 424874.82

MOD 08

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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110011 N66604-9013-3730 14000.00  
 LLA :  
 B5 97X4930.NH6A 000 77777 0 066604 2F 000000 34000S551179  
 Standard Number: 0110621

110012 N66604-9013-3731 19000.00  
 LLA :  
 B6 97X4930.NH6A 000 77777 0 066604 2F 000000 34000S551129  
 Standard Number: 0110621

120101 N66604-8364-1704 25869.00  
 LLA :  
 B4 97X4930.NH6A 000 77777 0 066604 2F 000000 34000S551019  
 Standard Number: 0110621

320101 N66604-9007-2716 1000.00  
 LLA :  
 B4 97X4930.NH6A 000 77777 0 066604 2F 000000 34000S551019  
 Standard Number: 0110621

MOD 08 Funding 59869.00  
 Cumulative Funding 484743.82

MOD 10

110013 N66604-9048-1227 22200.00  
 LLA :  
 B7 97X4930.NH6A 000 77777 0 066604 2F 000000 34000S551109  
 Standard Number: 0110621

110014 N66604-9048-1269 19000.00  
 LLA :  
 B8 97X4930.NH6A 000 77777 0 066604 2F 000000 34000S551119  
 Standard Number: 0110621

110015 N66604-9048-1275 14000.00  
 LLA :  
 B9 97X4930.NH6A 000 77777 0 066604 2F 000000 34000S551139  
 Standard Number: 010621

110016 N66604-9048-1278 2800.00  
 LLA :  
 C1 97X4930.NH6A 000 77777 0 066604 2F 000000 34000S551149  
 Standard Number: 0110621

110017 N66604-9048-1281 50000.00  
 LLA :  
 C2 97X4930.NH6A 000 77777 0 066604 2F 000000 34000X551159  
 Standard Number: 0110621

MOD 10 Funding 108000.00  
 Cumulative Funding 592743.82

MOD 11

110101 N66604-9097-9641 47400.00  
 LLA :  
 C3 1791810.52L0 252 EAE77 068342 2D 000000 L008MIX00000  
 Standard Number: 0110621  
 Reference: RCP# N0003909WXFM206, ACRN AB (I551509)

310101 N66604-9128-5469 1000.00  
 LLA :  
 C3 1791810.52L0 252 EAE77 068342 2D 000000 L008MIX00000  
 Standard Number: 0110621  
 Reference: RCP# N0003909WXFM206, ACRN AB (I551509)

MOD 11 Funding 48400.00  
 Cumulative Funding 641143.82

MOD 12

120102 N66604-9138-6786 12017.67

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LLA :  
B4 97X4930.NH6A 000 77777 0 066604 2F 000000 34000S551019  
Standard Number: 0110621

320102 N66604-9141-7363 1000.00

LLA :  
B4 97X4930.NH6A 000 77777 0 066604 2F 000000 34000S551019  
Standard Number: 0110621

MOD 12 Funding 13017.67  
Cumulative Funding 654161.49

MOD 13

120103 N66604-9154-9310 29978.96

LLA :  
B4 97X4930.NH6A 000 77777 0 066604 2F 000000 34000S551019  
Standard Number: 0110621

MOD 13 Funding 29978.96  
Cumulative Funding 684140.45

MOD 14

120104 N66604-9226-2122 90000.00

LLA :  
C4 1791804.5U7N 252 EAE77 068342 2D 04B7NO 917050000705  
Standard Number: 0110621  
Reference: RCP# N0003909WXXFM313, ACRN AB (I551069)

MOD 14 Funding 90000.00  
Cumulative Funding 774140.45

MOD 15

110102 N66604-9245-5312 6744.00

LLA :  
C2 97X4930.NH6A 000 77777 0 066604 2F 000000 34210X551159  
Standard Number: 0110621

110103 N66604-9245-5345 32000.00

LLA :  
C5 97X4930.NH6A 000 77777 0 066604 2F 000000 34210S551159  
Standard Number: 0110621

310102 N66604-9245-5341 1000.00

LLA :  
C2 97X4930.NH6A 000 77777 0 066604 2F 000000 34210X551159  
Standard Number: 0110621

MOD 15 Funding 39744.00  
Cumulative Funding 813884.45

MOD 16

110104 N66604-0014-2963 10000.00

LLA :  
C6 1701810.M2L0 252 00039 0 050120 2D 000000 000000172721  
Standard Number: 0110621  
RCP# N0003910RXFM235, ACRN AB (I551300)

MOD 16 Funding 10000.00  
Cumulative Funding 823884.45

MOD 17

110105 N66604-0075-2430 48000.00

LLA :  
C7 97X4930.NH6A 000 77777 0 066604 2F 000000 34210R551310  
Standard Number: 0110621

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MOD 17 Funding 48000.00  
Cumulative Funding 871884.45

MOD 18

410001 N66604-0105-6999 75020.00  
LLA :  
C8 97X4930.NH6A 000 77777 0 066604 2F 000000 34210R551430  
Standard Number: 0110621

410002 N66604-0105-7001 47888.00  
LLA :  
C9 97X4930.NH6A 000 77777 0 066604 2F 000000 34210R551450  
Standard Number: 0110621

610001 N66604-0106-7071 2500.00  
LLA :  
C8 97X4930.NH6A 000 77777 0 066604 2F 000000 34210R551430  
Standard Number: 0110621

610002 N66604-0106-7073 2500.00  
LLA :  
C9 97X4930.NH6A 000 77777 0 066604 2F 000000 34210R551450  
Standard Number: 0110621

MOD 18 Funding 127908.00  
Cumulative Funding 999792.45

MOD 19

420001 N66604-0118-8561 969.00  
LLA :  
D1 97X4930.NH6A 000 77777 0 066604 2F 000000 25000A405110  
Standard Number: 0110621

620001 N66604-0118-8560 10000.00  
LLA :  
D1 97X4930.NH6A 000 77777 0 066604 2F 000000 25000A405110  
Standard Number: 0110621

MOD 19 Funding 10969.00  
Cumulative Funding 1010761.45

MOD 20

410003 N66604-0202-0091 35000.00  
LLA :  
C9 97X4930.NH6A 000 77777 0 066604 2F 000000 34210R551450  
Standard Number: 0110621

MOD 20 Funding 35000.00  
Cumulative Funding 1045761.45

MOD 21

420002 N66604-0230-6191 89913.51  
LLA :  
D2 97X4930.NH6A 000 77777 0 066604 2F 000000 34210A551010  
Standard Number: 01106191

420003 N66604-0230-6371 16364.47  
LLA :  
D3 97X4930.NH6A 000 77777 0 066604 2F 000000 34210D551010  
Standard Number: 01106191

MOD 21 Funding 106277.98  
Cumulative Funding 1152039.43

MOD 22

410004 N66604-1011-9716 35000.00  
LLA :  
D4 1711810.M2L0 310 00039 0 050120 2D 000000 A20000635037

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Standard Number: 0110621  
Reference: RCP# N0003911WX01496, ACRN AB (I551431)

410005 N66604-1011-9719 30000.00  
LLA :  
D5 1711810.M2L0 310 00039 0 050120 2D 000000 A20000635037  
Standard Number: 0110621  
Reference: RCP# N0003911WX01496, ACRN AB (I551441)

MOD 22 Funding 65000.00  
Cumulative Funding 1217039.43

MOD 23

420004 N66604-1041-4705 6500.00  
LLA :  
D6 1711804.5U7N 252 00039 0 050120 2D 000000 A50000584885  
Standard Number: 0110621  
Reference: RCP# N0003911WX00501, ACRN AF (I551001)

620002 n66604-1041-4707 3500.00  
LLA :  
D6 1711804.5U7N 252 00039 0 050120 2D 000000 A50000584885  
Standard Number: 0110621  
Reference: RCP# N0003911WX00501, ACRN AF (I551001)

MOD 23 Funding 10000.00  
Cumulative Funding 1227039.43

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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.

### H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

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

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

Additional funds are hereby provided for continued performance. The total funding obligated for performance is therefore increased from ~~\$1,217,039.43~~ by ~~\$10,000.00~~ to ~~\$1,227,039.43~~. 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: April 14, 2011**

### H40S KEY PERSONNEL (FEB 2007)

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

<u>KEY INDIVIDUAL</u>	<u>CATEGORY</u>
Daniel Miles	Systems Engineer IV
Paul Reynolds	Engineering Technician V
Ken Hartline	Engineering Technician IV
Richard Blight	Electrical/Electronic Engineer I
Richard Carroll	Engineering Technician III

### 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

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following location:

(2) Government Furnished Information (GFI) shall be provided as identified in the Statement of Work and specifications. Unless specified otherwise, GFI will be furnished within 30 days after task order award.

(b) Only the identified items, in the quantity shown, will be furnished by the Government; however, additional Government property may be made available. All other material required for the performance of this task order shall be furnished by the Contractor. GFP furnished under this task order is for use exclusively under this task order unless specified otherwise in writing by the Task Order Ordering Officer.

(c) All Government Property furnished under this task order shall be returned to NUWCDIVNPT at the completion of the task order unless otherwise specified. The Contractor shall immediately advise the Task Order Ordering Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

**H81S TRAVEL COSTS AND RESPONSIBILITIES (JUL 2008)**

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

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

There may be situations where contractor employees and government employees travel together in government vehicles, or in vehicles rented by the government under the terms of the U.S. Car Rental Agreement (currently available at [http://www.defensetravel.dod.mil/Docs/CarRentalAgreement\\_050508.pdf](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 (DEC 2006)**

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided below (identified to the current Revision available as of the issue date of this solicitation):

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Wage Determination #: 05-2467      Revision: 08      Area: STATEWIDE, RI

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? 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 (NOV 2001)

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

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (JUN 1995)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)

252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)

252.227-7039 PATENTS - REPORTING OF SUBJECT INVENTIONS (APR 1990)

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 (NOV 2004)

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

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

52.222-41 Service Contract Act of 1965, as Amended (Jul 2005)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT(AUG 1996)

52.227-3 PATENT INDEMNITY (APR 1984)

52.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997)

### **I11-7003 Item Identification and Valuation (DFARS 252.211-7003) (JUN 2005)**

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

“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

“Concatenated unique item identifier” means—

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise

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identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

“DoD unique item identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.

“Government’s unit acquisition cost” means—

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet’s Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.

“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

“Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a

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unique item identifier or DoD recognized unique identification equivalent.

“Serial number within the enterprise identifier” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part, lot, or batch number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/UID/uid\\_types.html](http://www.acq.osd.mil/dpap/UID/uid_types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) *DoD unique item identification or DoD recognized unique identification equivalents.*

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for—

(i) All delivered items for which the Government’s unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government’s unit acquisition cost is less than \$5,000:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

CLIN 3100, 3101, 3200, 3201, 6100, 6101, 6102, 6200, 6201, 6202 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number \_\_\_\_.

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) *Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents.* The Contractor shall ensure that—

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

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(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution “DD” format for use until the solution is approved by ISO/IEC JTC1 SC 31. The “DD” format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology – Syntax for High Capacity Automatic Data Capture Media.

(4) *DoD unique item identification and DoD recognized unique identification equivalents.*

(i) The Contractor shall—

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code—

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

(9) Serial number.

(10) Government’s unit acquisition cost.

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(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if concatenated unique item identifier is used).\*\*

(5) Enterprise identifier (if concatenated unique item identifier is used).\*\*

(6) Original part number.\*\*

(7) Lot or batch number.\*\*

(8) Current part number (if not the same as the original part number).\*\*

(9) Current part number effective date.\*\*

(10) Serial number.\*\*

(11) Unit of measure.

(12) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) *Subcontracts*. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

## **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

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

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EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

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

GOVERNMENT EQUIVALENT GS LEVELS:

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

and

OFFICE OF PERSONNEL MANAGEMENT:

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

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

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

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

(1) Means any item of supply that is—

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

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

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

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

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

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

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

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

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

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"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, 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).

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(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

(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

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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 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.

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## SECTION J LIST OF ATTACHMENTS

CDRLS ADDENDUM

JA4S TASK ORDER ADMINISTRATION PLAN

GFP

CDRLS A001 & A002

CDRLS A003 & A004

DD 254