

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
35

3. EFFECTIVE DATE
27-Jul-2016

4. REQUISITION/PURCHASE REQ. NO.
62560002-991

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N66604

7. ADMINISTERED BY (If other than Item 6)

CODE

S2404A

NUWC, NEWPORT DIVISION
1176 Howell Street, Building 1258
Newport RI 02841-1708

DCMA Manassas
14501 George Carter Way, 2nd Floor
Chantilly VA 20151

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

SCIENCE APPLICATIONS INTERNATIONAL CORP
1710 SAIC Drive
McLean VA 22102-3702

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4119-N409

10B. DATED (SEE ITEM 13)

14-Dec-2006

CAGE CODE
6XWA8

FACILITY CODE

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.
- 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).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral FAR 43.103(a) and FAR 52.232-22 'Limitation of Funds'
- D. OTHER (Specify type of modification and authority)

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

27-Jul-2016

BY (Signature of Contracting Officer)

27-Jul-2016

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, K.Thompson

FSC: R425

SCD Code: C

NUWCDIVNPT Control #: 162942

NUWCDIVNPT Requisition #(s): 62560002-991

NUWCDIVNPT POC: Lyle Perez, 401-832-3947, Lyle.Perez1@navy.mil

CONTRACTOR'S STATEMENT OF RELEASE: The contractor hereby releases the Government from any and all liability under this task order for further adjustments attributable to contract closeout procedures (as it relates to SLINs 140004) as a result of this de-obligation.

The purpose of this modification is to:

1. De-obligate funds.
2. Revise Clause H31S INCREMENTAL FUNDING - ADDITIONAL FUNDS (JAN 2008).

SECTION B -

1. Decrease SLIN 140004 from \$58,399.00 by (\$31,707.96) to \$26,691.04 on this modification.

SECTION G -

1. LLA A4/140004 is decreased from \$58,399.00 by (\$31,707.96) to \$26,691.04 on this modification.

SECTION H -

1. Revise Clause H31S "Incremental Funding – Additional Funds (Jan 2008)" is revised to reflect de-obligation of \$1,514,794.87 by \$31,707.96 to \$1,483,086.91.

All other task order terms and conditions remain unchanged.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

1000 NUWCDIVNPT Code 34 support \$0.00

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1400	R425	Base period (SCN)					
140001	R425	Funding (A1) (SCN)					
140002	R425	Funding (A2) (SCN)					
140003	R425	Funding (A3) (SCN)					
140004	R425	\$26,691.04 (\$58,399.00 - \$31,707.96 in MOD 35) (SCN)					
1401	R425	Option #1 (SCN)					
140101	R425	Funding A5 - SSN Virginia Class SSN 775 (SCN)					
140102	R425	A6 \$60,000.00 - BVS TECH INSERT - 781 (SCN)					
140103	R425	A7 \$40,000.00 - Virginia Class SSN 778 System Eng 2 (SCN)					
140104	R425	A8 \$14,100.00 - Virginia Class Towed Array (SCN)					
140105	R425	A9 \$50,000.00 - Virginia Class Towed Array (SCN)					
140106	R425	B1 \$30,000.00 - Virginia Class Towed Array (SCN)					
140107	R425	B2 \$65,000.00 - Virginia Class Towed Array (SCN)					
140108	R425	B3 \$35,000.00 - Virginia Class Towed Array (SCN)					
140109	R425	B4 \$35,000.00 - Virginia Class Towed Array (SCN)					
140110	R425	B5 \$25,000.00 - Virginia Class Towed Array (SCN)					
140111	R425	A8 \$20,000.00 - Virginia Class Towed Array (SCN)					
140112	R425	B7 \$15,000.00 - Hull Class# SSN780 (SCN)					
1402	R425	Option #2 (SCN)					
140201	R425	B8 \$25,000.00 - Hull #SSN 781 (SCN)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
140202	R425	B9 \$34,000.00 - Virginia Class Towed Array System (SCN)					
140203	R425	B7 \$20,000.00 - Hull #SSN780 (SCN)					
140204	R425	C1 \$30,000.00 - Hull #SSN781 (SCN)					
140205	R425	B9 \$35,000.00 - Virginia Class Towed Array Handling Systems (SCN)					
140206	R425	C2 \$40,000.00 (IMG TDA/ SSN 778 CDR 781) (SCN)					
140207	R425	C3 \$36,500.00 - Hull #SSN781 (SCN)					
140208	R425	C4 \$43,000.00 - Hull #SSN782 (SCN)					
140209	R425	C5 \$56,000.00 - Hull #SSN780 (SCN)					
140210	R425	C6 \$25,200.00 - Hull #SSN783 (SCN)					
140211	R425	C7 \$26,266.00 (SCN)					
140212	R425	C9 \$39,000.00 (SCN)					
140213	R425	C8 \$35,000.00 (SCN)					
140214	R425	D1 \$15,000.00 - Hull#SSN788 (SCN)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
3000		Prime contractor and subcontractor(s) travel and material/ODC costs- burdened			\$0.00
3400	R425	Base period (SCN)	1.0	LO	██████████
340001	R425	Funding (A2) (SCN)			
340002	R425	Funding (A3) (SCN)			
3401	R425	Option #1 (SCN)	1.0	LO	██████████
340101	R425	Funding A5 - SSN Virginia Class SSN 775 (SCN)			
340102	R425	A6 \$3,000.00 (SCN)			
340103	R425	A8 \$5,900.00 - Virginia Class Towed Array (SCN)			
340104	R425	B1 \$2,230.00 - Virginia Class Towed Array (SCN)			
340105	R425	B4 \$5,000.00 - Virginia Class Towed Array (SCN)			
340106	R425	B6 \$38,805.00 - Virginia Class Towed Array (SCN)			
3402	R425	Option #2 (SCN)	1.0	LO	██████████
340201	R425	B8 \$1,000.00 - Hull# SSN 781 (SCN)			
340202	R425	C2 \$1,000.00- IMG TDA/ SSN 778 CDR 781) (SCN)			
340203	R425	C3 \$3,500.00 - Hull #SSN781 (SCN)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
340204	R425	C6 \$1,045.00 - Hull #SSN783 (SCN)			
340205	R425	C8 \$5,384.00 (SCN)			
340206	R425	C8 \$3,000.00 (SCN)			

For Cost Type Items:

4000		Code 34 support- burdened labor			\$0.00
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4400	R425	Option #3 (Combined into Option #2 via modification 17) (SCN)	0.0	LH	\$0.00	\$0.00	\$0.00
		Option					
4401	R425	Option #4 (SCN)					
440101	R425	D2 \$40,000.00 (SCN)					
440102	R425	D3 \$126,000.00 (SCN)					
440103	R425	D4 \$80,000.00 (SCN)					
440104	R425	D5 \$53,446.00 (SCN)					
4402	R425	Option #5 (SCN)					
440201	R425	D6 \$10,125.00 Hull # SSN 782 (SCN)					
440202	R425	D7 \$4,800.00 Hull # SSN 782 (SCN)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000		Prime and subcontractor ODCs/material/travel- burdened, but no fee)			\$0.00
6400	R425	Option #3 (Combined into Option #2 via modification 17) (SCN)	1.0	LO	\$0.00
		Option			
6401	R425	Option #4 (SCN)			
640101	R425	D2 \$6,000.00 (SCN)			
640102	R425	D3 \$9,000.00 (SCN)			
640103	R425	D5 \$950.00 (SCN)			
6402	R425	Option #5 (SCN)			
640201	R425	D6 \$999.87 Hull # SSN 782 (SCN)			
640202	R425	D7 \$5,400.00 Hull # SSN 782 (SCN)			

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

CLIN Government Site Contractor Site

SCN

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

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

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

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

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

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

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

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

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

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

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

(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

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Contract Audit Agency office to which vouchers are submitted.

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

B42S OPTIONS (JUN 2005)

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

Option No.	Line Items	Exercise Date - No Later Than
1	1401; 3401	2008 MAR 15
2	1402; 3402	2009 MAR 15
3	4400; 6400	Eliminated via modification 17- combined with Option #2
4	4401; 6401	2010 MAR 15
5	4402; 6402	2011 MAR 15

B43S OPTIONS AND BASIC AWARD TERM (JAN 05)

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

B51S PAYMENT OF FIXED FEE - TERM (NOV 2005)

- (a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments to be paid at the time of each provisional payment. The amount of each such installment is to be in direct ratio of the total fixed fee as the net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled, Level of Effort - Term.
- (b) Fee shall be paid only for hours performed, not to exceed the fixed fee amount stated in the order.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1.0 BACKGROUND

The Submarine Electromagnetic Systems Department, Code 34 of the Naval Undersea Warfare Center, Division Newport is tasked as the Technical Direction Agency (TDA), In Service Engineering Agent (ISEA), and/or Software Support Agency (SSA) for several major programs/products that provide tactical and strategic combat systems and special mission sensors for U. S. Navy platforms including SSN and SSBN submarines, surface ships, aircraft, and land based facilities. Tasking under this contract is to provide scientific, engineering, analytical, technical and evaluation services in support of Code 34 in Undersea Warfare (USW) and Anti Submarine Warfare (ASW) programs through research and development in the areas of systems performance analysis; electro-magnetic environmental modeling; data collection and analysis; systems operations analysis; program support, and life cycle management. Design fabrication and/or operation of prototype and limited production special mission sensors and support equipment is required. Work performed will be primarily in support of US NAVY programs, although tasking in support of other Department of Defense agencies may be required.

2.0 SCOPE

The contractor shall provide technical and engineering services through research, design, analysis, testing, maintenance, and upgrades in support of advanced submarine electro-magnetics and technologies for advanced submarine communications, C4I and special electro-magnetic sensors, imaging and electro-optic systems, composites, program metrics and information, prototype equipment, and oceanographic research. Tasking under this contract is in support of Code 34 with emphasis on program research & technology, major system upgrades and acquisition support, and mid and long term planning objectives.

3.0 APPLICABLE DOCUMENTS

In accordance with current acquisition reform tenets, the contractor shall utilize recognized industry standards and appropriate contractor in-house procedures to the maximum extent possible. The following MIL-STDS, Government specifications, and NUWCDIVNPT GFI, shall also be used during the performance of this Task Order:

SECNAVINST 4000.31 Life Cycle Cost

MIL-DTL-31000B Detail Specification, Technical Data

DODINST 5000.1 Defense Acquisitions

DODINST 5000.2 Defense Acquisition Management Policies and Procedures

DOD Manual 5000.2M Defense Acquisition Management Documentation and Reports

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

Mil-HDBK-470 Maintainability Program for Systems Equipment

4.0 REQUIREMENTS & TASK DESCRIPTION

The work performed under this task order falls within the scope of paragraphs 3.1, 3.2, 3.4, 3.5, and 3.20 of contract N00178-04-D-4000 basic SOW.

The contractor shall provide technical and engineering services through research, design, analysis, testing, maintenance, and upgrades in support of advanced submarine electro-magnetics and technologies for advanced submarine communications, C4I and special electro-magnetic sensors, imaging and electro-optic systems, composites, program metrics and information, prototype equipment, and oceanographic research. Specific tasking is as follows:

4.1 Advanced Submarine Communications: (Funding: SCN)

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The contractor shall design, develop, test and evaluate advanced submarine communications systems, submarine communications antennas, receivers, transmitters, and signal distribution systems for Submarine Communications Systems Programs. This tasking includes communication links required for net-centric undersea battle space grids, i.e., array sensors, UUV, buoys, submarine, UAV, surface ship, airborne, and satellite communication systems. Analysis and testing shall also include upgrades to legacy systems.

The contractor shall conduct analyses and at sea evaluations of system performance to develop advanced communications plans for the integration of the submarine forces into theater tactical operations while maintaining existing and special mission capabilities. Consistent with Navy objectives, missions, functions, and deployment requirements for the submarine forces, the contractor shall develop plans through the process of assessing the codifying requirements, protocol, data transfer, atmospheric, probability of intercept, and the anti-spoofing requirements for information exchanges by communication services (e.g., secure voice, record, facsimile, video). The contractor shall also evaluate the information exchange protocol requirements in support of submarine/surface ship forces against the Information Enterprise and CSS Architectures and the Navy information exchange requirements, information end systems and telecommunications systems. Systems include UHF F/O, DSCS, JTIDS, MILSTAR, EHF SATCOM, SubHDR, GCCS-M, HAARP, SSXCD, Large-N, VAST Buoys and UUVs, and ELF, etc. The contractor shall also provide technical, software and hardware engineering, and administrative support to support data collection and analysis associated with this tasking. The contractor shall conduct analysis and provide technical and engineering services as follows:

a. The contractor shall perform communications system design and tradeoff analysis of the following: 1) Submarine Radio Room, 2) Submarine Multifunction Mast Antenna, 3) Multifunction Buoyant Cable Antennas, 4) Submarine Multi-band satellite antennas, 5) ELF transmitting and receiving antennas, 6) Towed and expendable buoy antennas, 7) Towed arrays, 8) Special mission masts and radomes, 9) Conformal arrays, 10) Periscope communication antennas, 11) Antenna and signal detectability and signature reduction, and 12) Communication Intelligence (COMINT) and Acoustic Intelligence (ACINT) system comparisons.

b. The contractor shall conduct analysis of advanced signal processing algorithms and system technology for ELF, HF, UHF and EHF Communications Systems. Metrics shall include 1) Review and assessment of state-of-the-art and advanced development technology 2) Analysis of advanced development system performance, availability (Ao), and life cycle costs, 3) Studies of advanced system waveforms, protocol, probability of intercept, and anti-spoofing techniques, 4) Analysis for improved sensitivity, bandwidth, and performance and, 5) Test and Analysis of co-polarization, multi-path, multi-element, and plasma techniques to improve antenna and system performance.

c. The contractor shall conduct system design and tradeoff analysis of the impact of the Navy Information Exchange and Communications Support System architectures on existing and planned submarine communications systems including the Submarine CSS and the use of COTS hardware and software. The contractor shall identify the capabilities and shortfalls of existing submarine antenna systems to support the new communications architectures including the feasibility of the modifications needed to expand performance capabilities.

d. The contractor shall conduct system design reviews; provide technical, engineering and administrative support to perform data collection and analysis; attend meetings at Government and contractor facilities;

and prepare and deliver programmatic reports summarizing technical, management information and tradeoff analysis of existing and planned submarine communications systems programs. Studies shall include assessments of emerging technologies for application to submarine communications antennas and systems.

e. The contractor shall provide technical and engineering support for system and software testing, review test plans and test procedures, attend and witness tests, and review test reports for compliance with software requirements. The contractor shall also generate, review, and/or upgrade programmatic and technical documentation. Products will include developmental software, technical documentation, interim training material, and developmental support data in electronic format. The contractor shall develop these products with all tags and links necessary for concurrent or future integration into system interactive electronic technical manuals.

f. The contractor shall develop system operator, maintenance, and training documentation, and shall conduct equipment and systems readiness training for Navy personnel ashore, at-sea and outside of CONUS. This task includes development of all logistics and training materials, presenting an initial Operator, Maintenance Supervisor and Management level training for the initial system installations and all major upgrades.

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4.1.1 Deliverables and Schedule

The contractor shall provide Technical Reports in accordance with CDRL A001; Design drawings in accordance with CDRL A002; Logistics and Technical Documentation in accordance with CDRL A003; and Trip Reports/Meeting Minutes in accordance CDRL A004.

4.1.2 Technical Quality Performance Standard

The contractor's technical quality performance will be evaluated based on the quality of the technical reports, design drawings, logistics and technical documentation and trip reports/meeting minutes. These deliverables shall be of high technical quality formally portraying the technical objectives and findings. Analysis should be supported with quantitative data, and all deliverables should fully support the program technical objectives without further revision. See paragraph 7.0 for additional requirements.

4.2 Submarine C4ISR and Special Sensors Technology: (Funding: SCN)

The contractor shall perform engineering studies, systems analysis, design, and applied engineering experimentation in support of new generation technologies for submarine Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR), special mission sensors, and other electromagnetic sensor technology applications. Special sensors shall include those being developed for Electronic Intercept and Electronic Attack (EI/EA). Studies shall include, but not be limited to, on-hull antennas, low probability of intercept (LPI) techniques and concepts, modulation and coding schemes, signal detection and analysis techniques, satellite communications systems, system simulation, security concepts and electromagnetic propagation studies. Technologies shall include all aspects of submarine communications systems and shall encompass the identification, development, and testing of techniques and hardware required to overcome the unique set of problems in implementing modern communication technologies for submarines, particularly at speed and depth. The contractor shall perform theoretical analysis of communication systems performance, simulation, and modeling. The contractor shall also provide technical, engineering, and administrative support to support data collection and analysis. The contractor shall conduct analysis and provide technical and engineering services as follows:

- a. The contractor shall characterize the electromagnetic environment for specific submarine mission scenarios under study utilizing available threat documentation provided as GFI. The contractor shall perform communications and signal intercept analysis based on communications, radar, and data signal characteristics, and include studies and analyses relating to over-water EM propagation phenomena and ducting. Analysis shall include studies on detection and counter-detection as a function of range, geometry, and probability of intercept. Data analysis shall also include data fusion with ESN, SIGINT and ACINT threat file databases.
- b. The contractor shall provide engineering and technical support services for analysis, design, and testing of upgrading existing or new sensor systems. Tasking shall require rapid prototyping of special mission sensors to support Electronic Intercept (EI) of threat emitters in conjunction with the IEM, MDF, ELF, Advanced Buoyant Cable Antenna, Improved UHF communications, towed arrays, and BLQ-10 program. The contractor shall develop top level Electronic Surveillance (ES) system requirements for detection, demodulation, signal processing and direction finding (DF) based on threat analysis. This shall include the development of ES system performance models and specifications for new or upgraded ES, COMINT, ELINT, and ACINT sensors, and sensor systems. The contractor shall also generate, review, and/or upgrade programmatic and technical documentation. Products shall include developmental software, technical documentation, interim training material, and developmental support data in electronic format.
- c. The contractor shall provide engineering and technical services to conduct design reviews and provide technical and engineering analysis in the development of low-observable composite materials for submarine masts and sensor systems. Studies shall include design layouts and studies to determine feasibility of the approach, detailed design drawing reviews, and in-situ performance testing & data verification.
- d. The contractor shall provide technical and engineering services to perform systems engineering, analyses, studies, and investigations of new technologies to improve the reliability and throughput of submarine Electronic Surveillance (ES) systems and antennas. This effort shall include evaluations of advanced signal transformations, modulation, and coding schemes for improved ES systems, the calculation of expected performance improvements for system upgrades, and the development of link budgets for various satellite and other ES systems. The contractor shall develop procedures for laboratory testing of systems or components and shall perform test and data reduction.

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e. The contractor shall provide technical and engineering services to develop, review, and evaluate systems and acquisition documentation, including C4I System Plans (C4ISP), system specifications (SSS), design documents (SSDD, IDD, IDS, etc.) security documents (SSAA) and document the findings and recommendations in reports submitted to the government.

f. The contractor shall track, update, and maintain program documentation including technical summaries and planning data, scheduling, funding, status reports, Program Objectives Memorandum (POM), Individual Task Planning (ITPs) forms, Five Year Defense Plan (FYDP), program logistics, and EVM data. The contractor shall also participate in major program design reviews and provide technical review of government and contractor documentation. Design review meetings will be held at both Government and contractor facilities. The contractor shall also review design drawings, test reports, and provide program technical recommendations.

4.2.1 Deliverables and Schedule

The contractor shall provide Technical Reports in accordance with CDRL A001; Design drawings in accordance with CDRL A002; Logistics and Technical Documentation in accordance with CDRL A003; and Trip Reports/Meeting Minutes in accordance CDRL A004.

4.2.2 Technical Quality Performance Standard

The contractor's technical quality performance will be evaluated based on the quality of the technical reports, design drawings, logistics and technical documentation and trip reports/meeting minutes. These deliverables shall be of high technical quality formally portraying the technical objectives and findings. Analysis should be supported with quantitative data, and all deliverables should fully support the program technical objectives without further revision. See paragraph 7.0 for additional requirements.

4.3 Low Observable Composites and Facilities Testing: (Funding: SCN)

The contractor shall design and develop plans to integrate low observable composite materials into surface ship and submarine structures, mast and antennas, acoustic arrays, and buoys to reduce the radar cross-section, RF detectability, and acoustic signature. In addition, the mechanical structures shall incorporate large aperture array sensors and antennas to support communications and electronic surveillance measurement and analysis. The contractor shall also provide technical, engineering, and administrative support shall also be provided to support testing, data collection, analysis, and programmatic reports summarizing program technical and management information. The contractor shall conduct analysis and provide technical and engineering services as follows:

a. Conduct theoretical trade-off performance analyses, modeling, and experimental testing of active system waveform designs of composite materials for low probability of intercept. Analyses shall include detectability/ performance comparison to existing designs for surface ship and SSN/SSBN Submarine structures, masts, conformal arrays, and antennas.

b. Perform composite material design, installation, testing and tradeoff analysis of laboratory test/development models, prototype and limited production composite structures as applied to surface ship and SSN/SSBN Submarines.

c. Develop operational employment tactics, test plans, and test results of development models, laboratory test, and at-sea evaluations.

d. Set-up, test, analyze, and evaluate systems, equipment and/or material performance in an over water ground plane facility or laboratory anechoic chamber.

4.3.1 Deliverables and Schedule

The contractor shall provide Technical Reports in accordance with CDRL A005; and Test Reports in accordance CDRL A006.

4.3.2 Technical Quality Performance Standard

The contractor's technical quality performance will be evaluated based on the quality of the technical reports and test reports. These deliverables shall be of high technical quality formally portraying the technical objectives and

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findings. Test reports should be totally inclusive of the test set-up, conditions, quantitative data, and summary results. Deliverables should fully support the program technical objectives without further revision. See paragraph 7.0 for additional requirements.

4.4 Program Analysis, Metrics, Information and Reports: (Funding: SCN)

The contractor shall develop, define, analyze, maintain and assess program metrics, technical and programmatic data packages, quality control processes and procedures, information, and reports. This analysis shall be used to plan, track, analyze and report projects by comparing historical data management, current activities, efforts, and projections. The contractor shall also provide the results and projections based on the analyses performed. The contractor shall conduct analysis and provide technical and engineering services as follows:

- a. Collect, analyze, revise, and/or summarize program/project management information and provide reports. Tasking shall include use of state-of-the-art computer based project management software, training, and automation techniques. Services shall include preparing programmatic reports summarizing the technical status including percent complete, financial cost/schedule status, resource loaded network (RLNs), C/SSR reports, Trend Analysis, Variance Analysis, and risk mitigation; provide summary technical information for use in updating and maintaining Program Objectives Memorandum (POM) and Earned Value Management System (EVMS) submittals based on NUWC and NAVSEA Financial Management Information System (MIS/STARS), PARTS analysis and input, development of program/project plans and charters; analyzing program or project variables and their interrelationships for “what-if” scenarios, including providing data models; providing information for the preparation of issue papers, funding profiles, line item descriptions, justifications, milestones, impact statements.
- b. The contractor shall develop cost/benefit analysis to determine what changes should be made to existing processes, tools and methodology. This analysis will define the criteria, determine short/long term benefits, determine cost, risk, impacts, and return on investment. The output of this data will be used as input to the Program Objective Memorandum (POM) budget process and issue papers.
- c. Processes and procedures shall be developed, reviewed, and/or updated for quality control/quality assurance in accordance with industry standards, Military Specifications, SUBSAFE, and ISO 9000 requirements.
- d. Attend and document technical and programmatic meetings. The contractor shall identify open issues and deficiencies for government review and incorporation into management meeting agendas and reports.
- e. Review and update out-year program planning documentation and make recommendations based on GFI. This shall require revisions to the Program Objective Memorandum (POM) and supporting documentation provided as GFI.

4.4.1 Deliverables and Schedule

The contractor shall provide Technical Reports in accordance with CDRL A007; Trip Reports/Meeting Minutes in accordance CDRL A008; and Presentation Materials in accordance with CDRL A009.

4.4.2 Technical Quality Performance Standard

The contractor’s technical quality performance will be evaluated based on the quality of the technical reports, trip reports/meeting minutes, and presentation materials. These deliverables shall be of high technical quality formally portraying the technical objectives and findings. Presentation Materials should be supported with back-up quantitative data, and all deliverables should fully support the program technical objectives without further revision. See paragraph 7.0 for additional requirements.

4.5 Prototype Fabrication, Installation, Testing, and Analysis: (Funding: SCN)

The contractor shall design, fabricate, test and analyze experimental, laboratory developmental, prototype, and limited production apparatus, test equipment, or hardware in support tasks 4.1, 4.2, 4.3, and 4.6. Equipment fabrication, installation, alignment, setup, testing, analysis, and data collection shall be conducted at sea aboard U. S. Navy ships or research vessels, at shore based Navy laboratories and facilities or at other sites and facilities in accordance with GFI. The contractor shall conduct the following:

- a. The Contractor shall plan, design, develop, manufacture, implement, and test experimental, laboratory

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developmental, prototype, and limited production apparatus, test equipment, and hardware in support of Land Based Integration & Testing for the (GFI) SSN/SSBN Combat System. The contractor shall also participate in pre-integration planning meetings, equipment integration, and testing at Navy shore based facilities.

b. The contractor shall develop Special Support Equipment (SSE), tooling, and unique manufacturing method sheets in support of Land Based Integration Testing for the (GFI) SSN/SSBN Combat System. The manufacturing method sheets shall identify all critical processes which must be followed to ensure the quality of the end product and shall be written to a level that the government or other industry working in that area of technology can follow.

c. The contractor shall design, develop, install, and test prototype equipment and system upgrades on U. S. Navy Submarines and shore based facilities. Installation shall be in accordance with approved TEMPALT Drawings provided as GFI.

4.5.1 Deliverables and Schedule

The contractor shall provide Technical Reports in accordance with CDRL A001; Design drawings in accordance with CDRL A002; Logistics and technical documentation in accordance with CDRL A003; and Trip Reports/Meeting Minutes in accordance CDRL A004. Tooling, SSE, material, and equipment shall be prepared and delivered with DD250 in accordance paragraph ASTM-D-3951-90 "Standard Practice for Commercial Packaging."

4.5.2 Technical Quality Performance Standard

The contractor's technical quality performance will be evaluated based on the quality of the technical reports, design drawings, logistics and technical documentation, trip reports/meeting minutes. These deliverables shall be of high technical quality formally portraying the technical objectives and findings. In addition, equipment shall conform to the design specifications provided as GFI. Equipment/hardware and all data deliverables should fully support the program technical objectives without further revision. See paragraph 7.0 for additional requirements.

4.6 Optical and Electro-Optical Design, Testing and Analyses: (Funding: SCN)

The contractor shall design, develop, test, analyze, and evaluate electro-optical sensors, optical systems, acoustic imaging systems, and materials for Submarine Electro-Optic and Imaging Systems. Tasking shall include theoretical performance analyses, operational and operability analyses, training, environmental effects, and trade-off analysis. System analysis and upgrades shall include current SSN/SSBN technology of the Photonics Mast, Type 18, and Type 8 Periscope Systems, but also include futuristic electro-optic systems for net-centric control of the undersea battle space. Platforms will include UUV, UAV, buoys, surface ship, airborne platforms, and satellites. The contractor shall also provide a summary of the design/data and recommendations based on the analyses and testing. The contractor shall conduct the following:

a. Perform E-O system design, development, and tradeoff analysis as follows: 1) Platform E-O imaging, 2) Optical sensor detection, detectability, and optical cross section reduction, 3) Underwater optical propagation, acousto-optic, and communications, 4) Modeling, 5) Brass-boarding and Prototyping. System level technology and performance shall be analyzed for upgrades including current focal plane array and high resolution technology. Prototype hardware shall be developed to validate analysis and design of the electro-optic and optical subsystem.

b. Conduct design reviews and provide technical & engineering support to analyze the mechanical integrity and optical performance of existing and developmental submarine and UUV optical, electro-optical and laser imaging systems. Studies shall include design/drawing reviews, packaging, testing and analysis.

c. Perform data collection, analysis, and tradeoff analysis of existing and developmental optical, electro-optical, and laser imaging systems. Studies shall include analysis of system performance, optical cross-section, laser eye threat, detectability, and laser communications and detection systems for submarine applications.

d. The contractor shall generate, review, and/or upgrade programmatic and technical documentation. Products will include developmental software, technical documentation, interim training material, and developmental support data in electronic format. These products shall be developed with all tags and links necessary for concurrent or future integration into system interactive electronic technical manuals.

4.6.1 Deliverables and Schedule

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The contractor shall provide Technical Reports in accordance with CDRL A010; Technical Documentation including developmental software, interim training material and developmental support data shall be in accordance with CDRL A011.

4.6.2 Technical Quality Performance Standard

The contractor's technical quality performance will be evaluated based on the quality of the technical reports and technical documentation. These deliverables shall be of high technical quality formally portraying the technical objectives and findings. Data deliverables should fully support the program technical objectives without further revision. See paragraph 7.0 for additional requirements.

5.0 PROGRESS REPORTS

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

6.0 GOVERNMENT FURNISHED INFORMATION (GFI)

The Government shall make the following GFI available to the Contractor during the period of performance of this Task Order, as required source data necessary for the accomplishment of specific tasks described herein:

6.1 Operations Situation (OPSIT) Planning Data

6.2 PARM and OPNAV Planning Guidance Data

6.3 NAVSEAINST 4720.14 Temporary Alterations to Active Fleet Submarines

6.4 Fleet Exercise and Test Schedules

6.5 Systems Performance Data and Technical Documentation

6.6 Work Breakdown Schedule

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

7.0 QUALITY SURVEILLANCE AND 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, cost, and security. Technical quality will be evaluated against the performance standards defined in each of the major tasking paragraphs and the contractor's ability to provide deliverables which formally portray the technical objectives and findings without further revision. Responsiveness will be evaluated based upon the government's experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to the negotiated costs. Security will be evaluated based on the contractor's ability to meet the security parameters required by the Task Order and DD-254.

C16S COST AND PERFORMANCE REPORTING (MAR 2010)

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

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

(1) Format. Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCRAFT). Paper submittal of the data is permitted for the first 60 days

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of performance. Address paper submittals to the Contracting Officer's Representative identified in the task order.

(2) Scope and Content.

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

(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.

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

(v) Report all trips and significant results.

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

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

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

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

(3) Submission and Approval.

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

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(ii) Distribution. Provide one original copy to the Contracting Officer's Representative. Additional copies shall be provided to:

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

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

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

C23S FACILITIES (SEP 2004)

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

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

C24S SECURITY REQUIREMENTS (OCT 2004)

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

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 NACLCL.

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

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

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Occupational Safety and Health Information for Contractors" prior to commencing performance at

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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

(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

(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.

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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 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

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

1400	12/14/2006 - 12/13/2007
1401	1/18/2008 - 12/13/2008
1402	12/14/2008 - 12/13/2009
3400	12/14/2006 - 9/30/2007
3401	1/18/2008 - 9/30/2008
3402	12/14/2008 - 12/13/2009
4401	12/14/2009 - 12/13/2010
4402	10/1/2010 - 9/29/2011
6401	12/14/2009 - 9/30/2010
6402	10/1/2010 - 9/29/2011

F1S PERIOD OF PERFORMANCE (JUN 2010)

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

Line Items Performance Period

Base 1400; 3400 12/14/06-12/13/07

Option 1 1401; 3401 1/28/2008-12/13/08

Option 2 1402; 3402 12/14/08-12/13/09

Option 3 4400; 6400 Ceilings moved to Option #2.

Option 4 4401; 6401 12/14/09-9/30/10

Option 5 4402; 6402 10/1/10-9/29/11

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

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)

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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.

Anticipated travel sites include: San Diego, CA; Washington DC; Norfolk, VA; Los Angeles, CA; and, Syracuse, NY.

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SECTION G CONTRACT ADMINISTRATION DATA

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. 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 contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may 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 documentation is available under Resources at <http://wawftraining.com>.

(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(s)

<input type="checkbox"/>	Invoice (FFP Supply & Service)
<input type="checkbox"/>	Invoice and Receiving Report Combo (FFP Supply)
<input type="checkbox"/>	Invoice as 2-in-1 (FFP Service Only)
<input checked="" type="checkbox"/>	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
<input type="checkbox"/>	Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)


Issue DODAAC	N66604
Admin DODAAC	S0514A
Pay Office DODAAC	HQ0339

Inspector DODAAC	N/A
Service Acceptor DODAAC	N/A
Service Approver DODAAC	N66604
Ship To DODAAC	N/A
DCAA Auditor DODAAC	HAA245
Inspection Location	N/A
Acceptance Location	N/A

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) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in WAWF for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODCs (materials and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

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

Send Additional Email Notification To:


(g) 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. Final

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voucher submission will be approved by the ACO.

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

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2011)

(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 Contracting Officer of this Task Order is a warranted Ordering Officer of the Naval Undersea Warfare Center Division Newport. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.

(b) Authority: The Contracting 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 Contracting 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 Contracting 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. 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 Contracting Officer in writing. No action shall be taken by the contractor unless the Contracting Officer or basic contract PCO has issued a formal modification.

(c) The Contracting Officer is:

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

(d) The Task Order Negotiator is:

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

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

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The COR is responsible for those specific functions assigned in the COR Appointment Letter.

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

Name: NONE ASSIGNED

(g) The Contractor's Senior Technical Representative is:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2011)

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

(1) All 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).

(c) 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 Contracting Officer to delegate additional functions as necessary. The Contracting Officer may delegate authority by letter.

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SLINID PR Number Amount

140001 N66604-6341-2079 [REDACTED]
LLA :
A1 97X4930.NH6A 000 77777 0 066604 2F 000000 34010AC31957
Standard Number: 0082793

BASE Funding [REDACTED]
[REDACTED]

MOD 01

140002 N66604-7033-1464 [REDACTED]
LLA :
A2 97X4930.NH6A 000 77777 0 066604 2F 000000 34010S558507
Standard Number: 0082793

340001 N66604-7033-1467 [REDACTED]
LLA :
A2 97X4930.NH6A 000 77777 0 066604 2F 000000 34010S558507
Standard Number: 0082793

MOD 01 Funding [REDACTED]
[REDACTED]

MOD 03

140003 N66604-7171-1792 [REDACTED]
LLA :
A3 97X4930.NH6A 000 77777 0 066604 2F 000000 34010B431327
Standard Number: 0082793

MOD 03 Funding [REDACTED]
[REDACTED]

MOD 05

140004 N66604-7218-0886 [REDACTED]
LLA :
A4 97X4930.NH6A 000 77777 0 066604 2F 000000 34010L529247
Standard Number: 0082793

MOD 05 Funding [REDACTED]
[REDACTED]

MOD 06

140003 N66604-7227-6025 [REDACTED]
LLA :
A3 97X4930.NH6A 000 77777 0 066604 2F 000000 34010B431327
Standard Number: 0082793

340002 N66604-7228-8101 [REDACTED]
LLA :
A3 97X4930.NH6A 000 77777 0 066604 2F 000000 34010B431327
Standard Number: 0082793

MOD 06 Funding [REDACTED]
[REDACTED]

MOD 08

140101 N66604-8004-5736 [REDACTED]
LLA :
A5 1781811.8560 253 SA450 0 068342 2D 000000 231907180000
Standard Number: 0082793
Reference: RCP#N0002408WX20712, ACRN AC, (I529768)

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340101 N66604-8007-5880 [REDACTED]
LLA :
A5 1781811.8560 253 SA450 0 068342 2D 000000 231907180000
Standard Number: 0082793
Reference: RCP#N0002408WX20712, ACRN AC, (I529768)

MOD 08 Funding [REDACTED]
[REDACTED]

MOD 09

140102 N66604-8015-7205 [REDACTED]
LLA :
A6 97X4930.NH6A 000 77777 0 066604 2F 000000 34010Q558018
Standard Number: 0082793

MOD 09 Funding [REDACTED]
[REDACTED]

MOD 10

140103 N66604-8038-0767 [REDACTED]
LLA :
A7 97X4930.NH6A 000 77777 0 066604 2F 000000 34200A561528
Standard Number: 0082793

MOD 10 Funding [REDACTED]
[REDACTED]

MOD 11

340102 N66604-8052-2676 [REDACTED]
LLA :
A6 97X4930.NH6A 000 77777 0 066604 2F 000000 34010Q558018
Standard Number: 0082793

MOD 11 Funding [REDACTED]
[REDACTED]

MOD 12

140104 N66604-8156-0395 [REDACTED]
LLA :
A8 1771811.H232 253 WAWRH 0 068342 2D 000000 200805000000
Standard Number: 0082793
Reference: RCP#N0002407WX20508, ACRN AB, (I149318)

140105 N66604-8156-0414 [REDACTED]
LLA :
A9 1781811.H232 253 WAWRH 0 068342 2D 000000 200345000000
Standard Number: 0082793
Reference: RCP# N0002408WX20710, ACRN AA, (I149308)

340103 N66604-8156-0420 [REDACTED]
LLA :
A8 1771811.H232 253 WAWRH 0 068342 2D 000000 200805000000
Standard Number: 0082793
Reference: RCP#N0002407WX20508, ACRN AB, (I149318)

MOD 12 Funding [REDACTED]
[REDACTED]

MOD 13

140106 N66604-8240-7816 [REDACTED]
LLA :

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B1 97X4930.NH6A 000 77777 0 066604 2F 000000 34320L529268
Standard Number: 0082793

140107 N66604-8225-4265 [REDACTED]
LLA :
B2 97X4930.NH6A 000 77777 0 066604 2F 000000 34000P558018
Standard Number: 0082793

140108 N66604-8225-4268 [REDACTED]
LLA :
B3 97X4930.NH6A 000 77777 0 066604 2F 000000 34T30N558098
Standard Number: 0082793

140109 N66604-8225-4270 [REDACTED]
LLA :
B4 97X4930.NH6A 000 77777 0 066604 2F 000000 34T30N558298
Standard Number: 0082793

140110 N66604-8238-7113 [REDACTED]
LLA :
B5 1771811.H232 253 WAWRH 0 068342 2D 000000 200805000000
Standard Number: 0082793
Reference: RCP# N0002407WX20508, ACRN AB (I149418)

140111 N66604-8240-7655 [REDACTED]
LLA :
A8 1771811.H232 253 WAWRH 0 068342 2D 000000 200805000000
Standard Number: 0082793
Reference: RCP# N0002407WX20508, ACRN AB (I149318)

340104 N66604-8240-7822 [REDACTED]
LLA :
B1 97X4930.NH6A 000 77777 0 066604 2F 000000 34320L529268
Standard Number: 0082793

340105 N66604-8225-4272 [REDACTED]
LLA :
B4 97X4930.NH6A 000 77777 0 066604 2F 000000 34T30N558298
Standard Number: 0082793

340106 N66604-8238-7146 [REDACTED]
LLA :
B6 97X4930.NH6A 000 77777 0 066604 2F 000000 15150W149708
Standard Number: 0082793

MOD 13 Funding [REDACTED]
[REDACTED]

MOD 14

140112 N66604-8315-3666 [REDACTED]
LLA :
B7 97X4930.NH6A 000 77777 0 066604 2F 000000 34320B561519
Standard Number: 0082793

MOD 14 Funding [REDACTED]
[REDACTED]

MOD 15

140201 N66604-8319-4274 [REDACTED]
LLA :
B8 97X4930.NH6A 000 77777 0 066604 2F 000000 34320X558909
Standard Number: 0082793

340201 N66604-8319-4275 [REDACTED]
LLA :
B8 97X4930.NH6A 000 77777 0 066604 2F 000000 34320X558909
Standard Number: 0082793

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MOD 15 Funding [REDACTED]
[REDACTED]

MOD 16

140202 N66604-8339-8275 [REDACTED]
LLA :
B9 97X4930.NH6A 000 77777 0 066604 2F 000000 15150W149429
Standard Number: 0082793

140203 N66604-8340-8465 [REDACTED]
LLA :
B7 97X4930.NH6A 000 77777 0 066604 2F 000000 34210B561519
Standard Number: 0082793

140204 N66604-8340-8473 [REDACTED]
LLA :
C1 97X4930.NH6A 000 77777 0 066604 2F 000000 34210C561519
Standard Number: 0082793

140205 N66604-8339-8274 [REDACTED]
LLA :
B9 97X4930.NH6A 000 77777 0 066604 2F 000000 15150W149429
Standard Number: 0082793

MOD 16 Funding [REDACTED]
[REDACTED]

MOD 17

140206 N66604-9021-5062 [REDACTED]
LLA :
C2 97X4930.NH6A 000 77777 0 066604 2F 000000 34T30X558999
Standard Number: 0082793

340202 N66604-9021-5072 [REDACTED]
LLA :
C2 97X4930.NH6A 000 77777 0 066604 2F 000000 34T30X558999
Standard Number: 0082793

MOD 17 Funding [REDACTED]
[REDACTED]

MOD 18

140207 N66604-9048-1214 [REDACTED]
LLA :
C3 97X4930.NH6A 000 77777 0 066604 2F 000000 34220K529319
Standard Number: 0082793

340203 N66604-9049-1388 [REDACTED]
LLA :
C3 97X4930.NH6A 000 77777 0 066604 2F 000000 34220K529319
Standard Number: 0082793

MOD 18 Funding [REDACTED]
[REDACTED]

MOD 19

140208 N66604-9055-2746 [REDACTED]
LLA :
C4 1771811.H232 253 WAWRL 0 068342 2D 000000 200804000000
Standard Number: 0082793
Reference: RCP# N0002407WX20508, ACRN AA (I529979)

MOD 19 Funding [REDACTED]

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[REDACTED]

MOD 20

140209 N66604-9076-6289 [REDACTED]
LLA :
C5 97X4930.NH6A 000 77777 0 066604 2F 000000 34220L529049
Standard Number: 0082793

MOD 20 Funding [REDACTED]
[REDACTED]

MOD 22

140210 N66604-9154-9322 [REDACTED]
LLA :
C6 97X4930.NH6A 000 77777 0 066604 2F 000000 15150W149219
Standard Number: 0082793

340204 N66604-9154-9336 [REDACTED]
LLA :
C6 97X4930.NH6A 000 77777 0 066604 2F 000000 15150W149219
Standard Number: 0082793

MOD 22 Funding [REDACTED]
[REDACTED]

MOD 24

140211 N66604-9201-8136 [REDACTED]
LLA :
C7 97X4930.NH6A 000 77777 0 066604 2F 000000 34320L529059
Standard Number: 0082793

MOD 24 Funding [REDACTED]
[REDACTED]

MOD 25

340205 N66604-9197-7709 [REDACTED]
LLA :
C8 97X4930.NH6A 000 77777 0 066604 2F 000000 34140R558109
Standard Number: 0082793

MOD 25 Funding [REDACTED]
[REDACTED]

MOD 26

140212 N66604-9223-1196 [REDACTED]
LLA :
C9 1771811.H232 253 WAWRL 0 068342 2D 000000 200804000000
Standard Number: 0082793
RCP# N0002407WX20508, ACRN AA (I558089)

MOD 26 Funding [REDACTED]
[REDACTED]

MOD 27

140213 N66604-9161-8394 [REDACTED]
LLA :
C8 97X4930.NH6A 000 77777 0 066604 2F 000000 34140R558109
Standard Number: 0082793

340206 N66604-9261-8397 [REDACTED]
LLA :

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C8 97X4930.NH6A 000 77777 0 066604 2F 000000 34140R558109
Standard Number: 0082793

MOD 27 Funding [REDACTED]
[REDACTED]

MOD 28

140214 N66604-9289-1613 [REDACTED]
LLA :
D1 1731711.H232 253 WAWRL 0 068342 2D 000000 231724000000
Standard Number: 0082793
Reference: RCP# N0002403WX20483, ACRN AA (I525030)

MOD 28 Funding [REDACTED]
[REDACTED]

MOD 29

440101 N66604-9302-3130 [REDACTED]
LLA :
D2 97X4930.NH6A 000 77777 0 066604 2F 000000 34320X558880
Standard Number: 0082793

640101 N66604-9302-3138 [REDACTED]
LLA :
D2 97X4930.NH6A 000 77777 0 066604 2F 000000 34320X558880
Standard Number: 0082793

MOD 29 Funding [REDACTED]
[REDACTED]

MOD 30

440102 N66604-9336-7202 [REDACTED]
LLA :
D3 1781811.H232 253 WAWRL 0 068342 2D 000000 200344000000
Standard Number: 0082793
RCP: N0002408WX20710; ACRN: AB; NUWC Job Order: I526040

640102 N66604-9336-7315 [REDACTED]
LLA :
D3 1781811.H232 253 WAWRL 0 068342 2D 000000 200344000000
Standard Number: 0082793
RCP: N0002408WX20710; ACRN: AB; NUWC Job Order: I526040

MOD 30 Funding [REDACTED]
[REDACTED]

MOD 31

440103 N66604-0020-3637 [REDACTED]
LLA :
D4 1701811.H232 253 WAWRL 0 068342 2D 000000 200384000000
Standard Number: 0082793
RCP# N0002410WX20821, ACRN AA (I558000)

MOD 31 Funding [REDACTED]
[REDACTED]

MOD 32

440104 N66604-0116-8152 [REDACTED]
LLA :
D5 97X4930.NH6A 000 77777 0 066604 2F 000000 15340W149140
Standard Number: 0082793

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640103 N66604-0116-8156 [REDACTED]
LLA :
D5 97X4930.NH6A 000 77777 0 066604 2F 000000 15340W149140
Standard Number: 0082793

MOD 32 Funding [REDACTED]
[REDACTED]

MOD 33

440201 N66604-0267-3164 [REDACTED]
LLA :
D6 1771811.H232 253 WAWRL 0 068342 2D 000000 200804000000
Standard Number: 0082793
RCP: AA N0002407WX20508 (I526070)

640201 N66604-0267-3165 [REDACTED]
LLA :
D6 1771811.H232 253 WAWRL 0 068342 2D 000000 200804000000
Standard Number: 0082793
RCP: AA N0002407WX20508 (I526070)

MOD 33 Funding [REDACTED]
[REDACTED]

MOD 34

440202 N66604-1207-2907 [REDACTED]
LLA :
D7 1771811.H232 253 WAWRL 0 068342 2D 000000 200804000000
Standard Number: 0082793
Reference: RCP# N0002407WX20508
ACRN: AA JON: I526161

640202 N66604-1207-2908 [REDACTED]
LLA :
D7 1771811.H232 253 WAWRL 0 068342 2D 000000 200804000000
Standard Number: 0082793
Reference: RCP# N0002407WX20508
ACRN: AA JON: I526161

MOD 34 Funding [REDACTED]
[REDACTED]

MOD 35

140004 N66604-7218-0886 [REDACTED]
LLA :
A4 97X4930.NH6A 000 77777 0 066604 2F 000000 34010L529247
Standard Number: 0082793

MOD 35 Funding [REDACTED]
[REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H13S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-3

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

(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 Task Order Ordering Officer. The Contractor also agrees that it shall promptly notify the Task Order Ordering 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 Task Order Ordering 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 Task Order Ordering 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 Task Order Ordering Officer of this task order. The contractor shall notify the Task Order Ordering 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 Task Order Ordering 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 Task Order Ordering Officer.

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

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H14S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-4

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

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

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

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

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

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

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

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

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

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

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

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

H31S INCREMENTAL FUNDING - ADDITIONAL FUNDS (JAN 2008)

Additional funds are hereby provided for continued performance. The total funding obligated for the entire task order is increased from [REDACTED]. The clause entitled "Limitation of Funds (FAR 52.232-22)" applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this order.

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NUWC Accrual Date: September 29, 2011

H38S TECHNICAL INSTRUCTIONS (MAR 2010)

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

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

- (1) assign work not covered by the scope of the task order (it is not a modification to the task order),
- (2) direct a change as defined in the contract clause entitled "Changes",
- (3) increase or decrease the task order's estimated cost, its fixed fee or award fee, its total level of effort, or the time required for contract performance; or
- (4) change any of the terms, conditions or specifications of the basic contract or task order.

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

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

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

- (1) Contract number, task order number and TI number,
- (2) Effective date (if different from date of the TI),
- (3) Technical directions or clarifications, stated in a clear and unambiguous fashion
- (4) Specific reference to relevant SOW paragraphs, deliverables, quantities, due date, SLINs, color of funding, government cost estimate, and total labor hours to be expended.

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

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

(h) In the event that an issue cannot be resolved between the contractor and the COR, the Contractor shall contact the Task Order Ordering/Contracting Officer for clarification and direction.

H40S KEY PERSONNEL (FEB 2007)

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

<u>Key Personnel</u>	<u>Company</u>	<u>Labor Category</u>
██████████	██████████	██████████

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Government property may be made available. All other material required for the performance of this task order shall be furnished by the Contractor. GFP furnished under this task order is for use exclusively under this task order unless specified otherwise in writing by the Task Order Ordering Officer.

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

H81S TRAVEL COSTS AND RESPONSIBILITIES (JUL 2008)

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

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

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

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

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):

Wage Determination #:05-2467 (Rev.-9) Area: Rhode Island

Wage Determination 05-2089 (Rev.-14) Area: CT (certain counties)

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

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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.

H100S APPLICABILITY OF SECTION 508 OF THE REHABILITATION ACT

This procurement does not contemplate the purchase of Electronic and Information Technology (EIT) falling under the definition of EIT provided in the Rehabilitation Act or Accessibility Standard.

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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)

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

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

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

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

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

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

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

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

Employee Class Monetary Wage - Fringe Benefits

SEE CLAUSE H83S for guidance.

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

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.

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

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

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

(b) *Enrollment and verification requirements.*

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

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

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

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

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

(i) *All new employees.*

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

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

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

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

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SECTION J LIST OF ATTACHMENTS

Task Order Administration Plan

DD 254- Contract Security Classification Specification (updated)

Listing of Government Furnished Property

DD1423*- Contract Data Requirments List (with Addendum)

* CDRL Item A012 does not apply to this order. SOW para. 4.7 has also been deleted from Section C since it will not be covered by this SCN-funded order.