

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 30	3. EFFECTIVE DATE 03-Aug-2012	4. REQUISITION/PURCHASE REQ. NO. 1300265172	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NUWC, NEWPORT DIVISION Simonpietri Drive, Building 11 Newport RI 02841-1706 timothy.burger@navy.mil 401-832-6815	CODE N66604	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  
 SCIENCE APPLICATIONS INTERNATIONAL CORP  
 1710 SAIC Drive  
 McLean VA 22102-3703

CAGE CODE 5UTP8 FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4119-N422
	10B. DATED (SEE ITEM 13) 19-Mar-2007

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.

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) Contract Representative		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lori A Rosario, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 03-Aug-2012	16B. UNITED STATES OF AMERICA BY /s/Lori A Rosario	16C. DATE SIGNED 03-Aug-2012
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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## GENERAL INFORMATION

**Distribution: KR, 0221, DFAS-HQ0339, 8112/J. Hinves, 8112/J. McCauley, 59C/M. Merriwether**

FSC: R414

NUWCDIVNPT Control #: 122705

NUWCDIVNPT Requisition #: 1300265172

NUWCDIVNPT POC: Tim Burger (See cover page for e-mail address and telephone number.)

The purpose of this modification is to:

1. Deobligate funds from SLIN 430209
2. Revise Clause 5252.232-9104 'Allotment of Funds'

**CONTRACTOR'S STATEMENT OF RELEASE: The contractor hereby releases the Government from any and all liability under this task order for further adjustments attributable to contract closeout procedures (as it relates to SLIN 430209) as a result of this deobligation.**

### SECTION B -

1. Deobligate funds from SLIN as follows:

- a. B3/430209 from [REDACTED]

### SECTION G -

1. Revise Accounting and Appropriation data to reflect the decrease in funds.

- a. LLA B3/430209 is decreased from [REDACTED]

### SECTION H -

1. Clause 5252.232-9104 entitled 'Allotment of Funds' is revised to reflect a decrease in funding from [REDACTED] by [REDACTED]

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 Propulsion Test Facility (PTF) support \$0.00

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1200	Base period (CPP funds) (OTHER)	8267.0	LH			
120001	Funding (A1) - project 0782117-1NP (OTHER)					
1201	Option #1 (CPP funds) (OTHER) Option	0.0	LH	\$0.00	\$0.00	\$0.00
1202	Option #2 (CPP funds) (OTHER) Option	619.0	LH			

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	ODCs (includes prime contractor and subcontractor materials, ODCs, and travel costs-burdened)			\$0.00
3200	Base period (CPP funds) (OTHER)	1.0	LO	
320001	Funding (A1) - project 0782117-1NP (OTHER)			
3201	Option #1 (CPP funds) (OTHER) Option	1.0	LO	\$0.00
3202	Option #2 (CPP funds) (OTHER) Option	1.0	LO	\$0.00

For Cost Type Items:

4000 PTF support \$0.00

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Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4201	Option #3 (CPP funds) (OTHER)	12400.0	LH			
420101	A2 (CIP Case #1082127NP) (OTHER)					
4202	Option #4 (CPP funds) (OTHER)	973.0	LH			
420201	A2 (OTHER)					
420202	A2 (OTHER)					
4203	Option #5 (CPP funds) (OTHER) Option	11.0	LH			
4301	Option 6 (SCC Labor) (OTHER)	11892.0	LH			
430101	A3 (OTHER)					
430102	A3 (OTHER)					
4302	Option #7 (SCC Labor) (OTHER)	19426.0	LH			
430201	A4 \$125,000.00 [No Fiscal Year, SCC, 8112, No Sponsor, TI-02 Rev.00] (OTHER)					
430202	A5 (Non-expiring funds; SCC; 8112; No Sponsor; TI#03, Rev.00) (OTHER)					
430203	A6 (Non-expiring funds; SCC; 8112; No Sponsor; TI#04, Rev.00) (OTHER)					
430204	A7 (Non-expiring funds; SCC; 8112; No Sponsor; TI#05, Rev.00) (OTHER)					
430205	A8 [FY2012, SCC, 8112, No Sponsor, TI-06 Rev.00]					

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(OTHER)

430206 A9 [REDACTED]  
[FY2012, SCC,  
8112, No Sponsor,  
TI-07 Rev.00]  
(OTHER)

430207 B1 \$ [REDACTED]  
Non-Expiring  
Funds, SCC, 8112,  
No Sponsor, TI-08  
Rev. 00. (OTHER)

430208 B2 [REDACTED] 0  
(FY12; SCC; NUWC  
CODE 8112; NO  
SPONSOR; TI-09,  
Rev. 00) (OTHER)

430209 B3 [REDACTED]  
[REDACTED]  
[REDACTED] (FY12; SCC;  
NUWC CODE 8112;  
NO SPONSOR;  
TI-10, Rev. 01)  
(OTHER)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	ODCs (for prime contractor and subcontractors-material, ODC, and travel costs-burdened			\$0.00
6201	Option #3 (CPP funds) (OTHER)	1.0	LO	[REDACTED]
620101	A2 [REDACTED] (CIP Case #1082127NP) (OTHER)			
6202	Option #4 (CPP funds) (OTHER)	1.0	LO	[REDACTED]
620201	A2 [REDACTED] (OTHER)			
620202	A2 [REDACTED] (OTHER)			
6203	Option #5 (CPP funds) (OTHER) Option	1.0	LO	\$0.00
6301	Option 6 (SCC funds) (OTHER)	1.0	LO	[REDACTED]

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630101 A3 [REDACTED] 0  
(OTHER)

630102 [REDACTED] [REDACTED]  
[REDACTED] -  
[REDACTED] in Mod  
19) (OTHER)

6302 Option #7 (SCC 1.0 LO [REDACTED]  
ODCs) (OTHER)

630201 A4 [REDACTED] [No  
Fiscal Year, SCC,  
8112, No Sponsor,  
TI-02 Rev.00]  
(OTHER)

**B30SX LEVEL OF EFFORT - TERM (NOV 2005)**

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

CLIN	Government Site	Contractor Site
CPP:		
1200	8,267.0	0.0
1201	0.0	0.0
1202	619.0	0.0
4201	12,400.0	0.0
4202	973	0.0
4203	11	0.0
SCC:		
4301	11,892.0	
4302	19,426.0	

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

**B42S OPTIONS (JUN 2005)**

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

Option No.	Line Item	Exercise Date - No Later Than
1	1201/3201	2007 DEC 31
2	1202/3202	2008 DEC 31
3	4201/6201	2010 MAY 15
4	4202/6202	2011 JAN 24
5	4203/6203	2011 NOV 01
6	4301/6301	2011 OCT 01
7	4302/6302	2012 FEB 01

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

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

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

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

#### 1.0 BACKGROUND

The Naval Undersea Warfare Center Division Newport (NUWCDIVNPT) is the U.S. Navy's primary research, development, test and evaluation, and in-service support agency for undersea weapons. As part of its extensive capabilities, NUWCDIVNPT operates and maintains the Propulsion Test Facilities (PTF) complex primarily for the testing and evaluation of undersea vehicle propulsion systems and related components but also for the testing of other NUWCDIVNPT developed system hardware. These test facilities include test cells, high energy test chambers, laboratories, specialized test facilities and equipment, and test areas required to perform the required test hardware build-up, unit testing, and data reduction and analysis. Safety and environmental control are primary considerations for all test operations.

This specialized land-based testing capability includes the capability to allow underwater torpedo and UUV propulsion systems and their respective components to be evaluated in an environment that simulates in-water conditions while minimizing environmental impacts, reducing costs, minimizing risks, and providing greater control over the test item and test scenario. The facilities are technically directed and managed by NUWCDIVNPT Code 823. Government personnel prepare some items for testing and provide technical and analysis support for all tests and design efforts. Operational and maintenance support for the test facilities is provided by contractor personnel.

The NUWCDIVNPT) PTF complex is currently comprised of the following facilities and research laboratories (but please note that the systems in Bldgs. 116 and 117 are in the process of being moved):

- Deep Depth Test Facility (Building 179)
- Advanced Underwater Vehicle Propulsion Research and Development Facility (Building 1302)
- High Energy Chamber (Building 1301)
- Component Test Facility (Building 178)
- Electric Propulsion Test Facility (Building 438)
- Battery Test Support Facility (Building 1192)
- Propulsion Noise Test System (PNTS)
- Underwater Vehicle Signature Reduction Laboratory (Building 1303)
- Open-Cycle Thermal Support Laboratory (Building 124)
- Steam Test Facility (Building 1180)
- Closed-Cycle Thermal Support Laboratory (Building 130)
- Instrumentation and Control Center (Building 127)
- Hazardous Material Storage Facility (Building 1256)

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- Unmanned Undersea Vehicle Laboratory (Building 116/1371)
- Battery Development Support Laboratory (Building 117/1371)
- Chemistry Laboratory (Building 126)
- Fuel Storage Compound (Building 185)

Appendix A provides a more detailed description of the above facilities.

## 2.0 SCOPE

The contractor shall perform facility operations utilizing GFI section 6, Technical Instruction, and Applicable Documents section 3.

The contractor shall prepare the test facility and interface the test item, execute the test, and collect and process test data. Many test operations are inherently hazardous and involve the handling of hazardous materials, hazardous wastes, and explosives. The contractor shall restore the facility to the pretest condition, which is accomplished in compliance with all applicable Federal, State, and local environmental and safety directives/regulations. Examples of test items that the contractor shall handle include: Torpedo MK 46, Torpedo MK 48 (all MODs), Torpedo MK 50, and Torpedo MK 54; in-water vehicles and components including tankage sections; state-of-the-art closed-cycle and open-cycle turbine and rotary expanders; metal-based energy sources such as Torpedo MK 50 static boilers; fuels such as liquid mono and bi propellants; electric propulsion systems (including electric motors as well as primary and secondary batteries and fuel cells); and Distributed Networked Systems (DNS) power sources and sensors.

The contractor shall provide maintenance, upgrades, and operational support for test item assembly and turnaround, system and subsystem testing, data reduction, test equipment operation, and data and configuration management. The contractor shall also support testing of experimental systems and system components at other laboratories, ranges, and at-sea exercises. In addition, the contractor shall also provide engineering analysis and modeling, studies, inventory and logistics, and Quality Assurance (QA) services in support of undersea vehicles at both the system and component levels of the entire vehicle. These services shall be for existing, currently under development, and next generation vehicles and DNS.

The services under this task order fit under the following paragraphs in the SeaPorte basic contract SOW: 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.9, 3.15, 3.16, and 3.19.

## 3.0 APPLICABLE DOCUMENTS

The contractor shall use applicable in-house procedures, industry standards, federal regulations, manufacturer's manuals, and Chief of Naval Operations (OPNAV) and Naval Sea Systems Command (NAVSEA) instructions, standards and technical documentation during the performance of this contract. Appendix B provides a summary (not all-inclusive) of the aforementioned applicable documents. The following Government standards and specifications are provided for guidance and reference only (this list is not all-inclusive). The contractor may use Government standards and specifications, tailored as appropriate, if their use is cost effective and kept to a minimum.

3.1 ASME Y14.100 Engineering Drawing Practices

3.2 MIL-STD-1686C Electrostatic discharge control program for protection of Electrical and Electronic parts, assemblies, and equipment (excluding electrically initiated explosive devices).

3.3 IEEE/EIA 12207.2 Standard for Information Technology-Software Life Cycle Processes

3.4 MIL-STD-882D Standard Practice for System Safety

3.5 MIL-STD-810F Environmental Engineering Considerations and Laboratory Tests

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3.6 DOD-STD-2101 Classification of Characteristics

3.7 ASME Y14.5M Dimensioning and Tolerancing

3.8 MIL-DTL-31000C Technical Data Packages, General Specifications

3.9 ITEMS LISTED IN APPENDIX B.

3.10 Heavyweight Torpedo Common Job Qualification Requirements Manual

#### 4.0 TASKING

The contractor shall provide services for the operation, maintenance, and modification of all assigned facility test systems that comprise the PTF complex as described below. The contractor shall provide support for the assembly, integration and test of experimental systems and sub systems within the test facilities or at other test locations.

As specific needs are identified a Technical Instruction (TI) will be issued to initiate work. TIs will identify the specific requirement, within the scope of the SOW, including the specific system and/or platform, work to be performed, and delivery requirements.

#### 4.1 GENERAL INFORMATION

The magnitude of test instrumentation requirements vary based upon the number of parameters measured (nominally 10 to 128). Normally an average of 128 parameters are measured for systems tests and an average of 30 for component testing. Check-out tests are conducted on all new test setups and test stands. This testing normally will require 3 to 7 tests prior to actual operational tests depending upon the complexity of the test setup and associated hazards. All new setups require end-to-end calibration of instrumentation and critical parameters as well as development of new test procedures.

Draft test procedures are normally prepared by contractor personnel using Unit Under Test information provided by NUWCDIVNPT. The final draft must be approved by the Government before the procedure becomes executable. The complexity of the procedure varies depending upon the test and the hazards involved. The number of test procedures generated per year is estimated at 5 to 10. Facility operating procedures are required when new systems are installed or equipment/systems are modified. Approximately 20 existing procedures are modified to incorporate changes and/or improvement per year. In addition, the contractor prepares and publishes various types of reports on testing and studies/analysis performed.

Upgrade tasks that have been performed within the test facilities have been jointly accomplished by NUWCDIVNPT and by the PTF contractor. A specific upgrade involves an extensive design effort as well as procurement and installation of facility test support systems.

The facility archives approximately 1,500 drawings that document systems, subsystems, and test stand configurations. The PTF contractor is responsible for maintaining these drawings such that they accurately reflect the current facility configuration. New drawings are generated usually as part of the facility upgrade effort and existing drawings are corrected to reflect modifications. Currently approximately 75% of the archive drawings are on traditional media with the remainder being computer generated. The contractor will also be responsible for converting archive drawings to digital media.

#### 4.2 TASK A: OPERATIONAL SERVICE

The contractor shall provide technical services utilizing GFI section 6, Technical Instruction, and Applicable Documents section 3, with the exception of actual test direction and test sequence. The contractor shall:

- Prepare test plans/procedures for government approval.

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- Prepare, calibrate, and operate the analog and computerbased data acquisition and instrumentation systems.
- Operate test equipment and data reduction equipment
- Operate electrical, pneumatic, and hydraulic equipment to conduct testing and operations.
- Install and interface test items.
- Conduct all pre-run, run, post-run procedures and return the test item and support equipment to a "safe" condition.
- Perform test item turnaround and inspection.
- Prepare test items for in-water ranging, and provide support for atsea testing.
- Maintain inventory control of required operating supplies and equipment for the experimental test facilities.
- Gather and analyze test data to verify that the test facilities are creating the expected test conditions
- Prepare a summary report documenting test events.

#### 4.2.1 DELIVERABLES

The contractor shall deliver procedures in accordance with CDRL A001. Testing conducted shall be reported in accordance with CDRL A002. Progress and status of tasking shall be reported in accordance with CDRLs A003 and A004.

#### 4.2.2 PERFORMANCE STANDARDS

Operational service procedures are accurate; specific; fully compliant with all state, local, and Federal environmental regulations/requirements; and delivered timely. Testing is conducted accurately; safely; and timely. Analysis of data and delivery of reports is thorough and accurate and delivered timely.

#### 4.3 TASK B: MAINTENANCE SERVICE

The contractor shall provide proper maintenance and protection of all equipment and facilities, as described below utilizing GFI section 6, Technical Instruction, and Applicable Documents section 3. The contractor shall perform preventive maintenance, corrective maintenance, and equipment preservation, calibration, and repair.

The contractor shall maintain and operate all major systems covered by the PTF complex including :

- Deep Depth Test Facility (Building 179):
  - Deep Depth Test Facility, including: depth control system, exhaust system, pressure vessel, seal oil system, power absorption systems, exhaust process tank, fragmentation barricade, and remote fuel delivery system
  - Water Tanks
  - Pebble Bed Superheater System
  - Hydrogen Detection System
  - Instrumentation and Control System

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- OTTO Fuel II Exhaust Hazard Waste Containment System
- Thermal Afterburner
- Floor Drain Separator Tank System
- Emergency Eyewash/Shower Stations

Advanced Underwater Vehicle Propulsion Research and Development Facility

(Building 1302):

- Instrumentation and Control Center equipment, including: power supplies, Uninterruptible Power Supplies (UPS), TV/monitor display systems, Closed circuit video recording and monitoring systems, and instrumentation and control systems for the test facilities and test items.
- Real-time data monitoring systems and data processing system.
- Data Acquisition System
- Control consoles for B-179, 1180, 1301, 1303 and PNTS
- Computer test control systems (i.e., Digital Speed Control System (DSCS), Fuel Delivery System (FDS), facility control software, cyclic pressure test software, ADCAP Simulation Plotter (ASP), etc.)
- Databases (i.e., instrumentation database, test database, electronic engineering notebook database, engineering change request, PTF library, etc.)
- PTF library
- Emergency Eyewash/Shower Stations

High Energy Chamber (Building 1301):

- Air Scrubber
- Tilt and Roll Platform
- Static Boiler Test Stand
- Ocean Flow Simulator, Pump and Tank System
- Feed Water Supply System
- Steam Condensate/desuperheater System
- Hydraulic Door Closure and Locking System
- Data Acquisition System
- Emergency Eyewash Station

Component Test Facility (Building 178):

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- WALCO Power Supply and Motor Dynamometer System
- Instrumentation and Data Acquisition System
- 750 KW Battery Test Stand, Load Bank, and Electrolyte Waste Management System
- Torpedo MK 48 Auxiliary Pump Test Stands
- Pressure Over Liquid (POL) water supply tank and associated pressure regulation equipment
- Electrolyte Waste Storage System
- Floor Drain Separator Tank System
- Emergency Eyewash/Shower Stations

Electric Propulsion Test Facility (Building 438):

- 1 MW DC Power Supply
- Power Distribution System to Buildings 179 and 178
- Control Room Equipment and Data Acquisition System
- Test Cell Motor and Battery Equipment
- Counter-Rotating Dynamometer System
- Battery Development Program Test Stand
- Water Cooled 12kw Load Bank
- Pressure Over Liquid (POL) water supply tanks and associated pressure regulation equipment
- Electrolyte Waste Storage System
- Ocean Flow Simulator, Pump and Tank System
- Emergency Eyewash/Shower Stations

Battery Test Support Facility (Building 1192):

- Calorimeter System
- Chiller System
- Load Bank Waste Heat Removal System

Propulsion Noise Test System (PNTS):

- 750 HP Dynamometer
- Water Storage and Transfer System

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- Water Treatment System
- Cooling Water Make-up System
- Vehicle Mounting System

Underwater Vehicle Signal Reduction Laboratory (Building 1303):

- Temperature Conditioning System
- Torpedo MK 46 Drag Disk Test Stand
- Heavyweight/Lightweight Component Test Stands
- High Pressure Water Pump Systems
- Data Acquisition System
- Non Contact Cooling Water (NCCW) System
- Fuel Delivery System
- Combustion Test Stand
- Torpedo MK 48 Engine Test Stand (POD) System
- Exhaust Systems
- Surface Test Stand
- Pressure over Liquid (POL) Water supply tank and associated pressure regulation equipment
- High-pressure Nitrogen Storage/Distribution System
- Exhaust process tank system
- High-pressure compressed air Generation/storage/distribution system
- Medium-pressure compressed air Generation/storage/distribution System
- Low-pressure compressed air Generation/storage/distribution System
- SF6 Fueling Stand (Torpedo MK 50)
- Foam Fire Suppression System
- Emergency Eyewash/Shower Stations

Open-Cycle Thermal Support Laboratory (Building 124):

- Foam Fire Suppression System
- Air Breathing Systems

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- Building Security System
- Dry Room
- Low-pressure compressed air Generation/storage/distribution System
- Hazardous Waste Tank Systems and Alarms
- Torpedo MK 48 (all MODS), Torpedo MK 46, and Torpedo MK 54 Fleet and Depot Test Sets
- Annex Fueling and Defueling Vapor Close-capture Systems
- Emergency Eyewash/Shower Stations

Steam Test Facility (Building 1180):

- Low-Pressure Steam System
- High-Pressure Boiler and Superheater System, including: water storage, delivery systems, and HighPressure Steam Delivery System to test cell
- Emergency Eyewash/Shower Stations

Closed-Cycle Thermal Laboratory (Building 130):

- UUV vehicle pre and post range preparation
- Emergency Eyewash/Shower Stations

Hazardous Material Storage Facility (Building 1256):

- Hazardous Material Storage Lockers
- Emergency Spill Response Kits
- Emergency Eyewash Station

Unmanned Undersea Vehicle (UUV) Laboratory (Building 116/1371):

- The contractor shall provide solid modeling (i.e., SDRC IDEAs) and design efforts relative to various Unmanned Undersea Vehicle programs. Maintenance support of these systems will be provided by the Government.

Battery Development Support Facility (Building 117/1371):

- BDP Battery Charging Stand
- Controllable Dynamic Discharge Modules
- Computer-based Data Acquisition System
- Emergency Eyewash/Shower Stations

Chemistry Laboratory (Building 126):

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- Scanning Electron Microscope with Energy Dispersive System

- X-ray-diffractometer

- Surface area analyzer

- Glove box

- High temperature tube/box furnace

- Solid Oxide Fuel Cell test stand

- Optical microscope

- Aqueous based fuel cell test stand

- Impedance/phase gain analyzer

- Gas Chromatograph/Mass Spectrometer

- High Performance Liquid Chromatograph

- Potentiostat/Galvanostat

- Ultraviolet Visible Spectrophotometer

- Atomic Absorption Spectrometer

- Differential Scanning Calorimeter

- Emergency Eyewash/Shower Stations

Fuel Storage Compound (Building 185):

- Bulk Otto Fuel Storage

- Flammable liquid storage

- Emergency Eyewash Station

The contractor is NOT responsible for: heating and air conditioning in the facilities; electrical power to the main breaker panels; lighting systems; water; janitorial services; building structures themselves and the facility support systems to the buildings.

The contractor shall maintain the test and support equipment within the facilities from the point of output of the main power panel.

#### 4.3.1 DELIVERABLES

The contractor shall report maintenance activities in accordance with CDRL A005. All maintenance actions performed shall be reported by equipment item. Data shall be included in monthly progress reports by Building number.

#### 4.3.2 PERFORMANCE STANDARDS

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Maintenance tasks are fully documented. Recommendations are specific; technically/operationally sound and delivered timely. Maintenance actions are performed accurately and timely. All active equipment and facilities are maintained in a state of readiness. Maintenance reports are clear; concise and delivered timely.

#### 4.4 TASK C: FACILITY UPGRADE AND MODIFICATION SERVICES

The contractor shall maintain the Facilities at state-of-the-art level to best support RDT&E and inservice test programs utilizing GFI section 6, Technical Instruction, and Applicable Documents section 3. The contractor shall upgrade and modify the facility equipment as directed by TI. The contractor shall:

- Provide engineering, design, and technical services to analyze current test facility capabilities and limitations, and provide recommendations for optimizing existing test systems capabilities through modifications, replacements, or development of new equipment and systems.
- Prepare design criteria, detailed design specification, schedules, and cost estimates.
- Procure and fabricate system components and system parts needed for upgrades or modifications.
- Install and checkout modifications and new systems.
- Prepare system documentation, including operating instructions, schematic diagrams, installation and checkout plans, and assembly drawings.

##### 4.4.1 DELIVERABLES

The contractor shall deliver drawings and schematics in accordance with CDRLs A006 and A007. All other system documentation, operating instructions, engineering evaluations, design specifications, schedules and cost estimates shall be delivered in accordance with CDRL A011.

##### 4.4.2 PERFORMANCE STANDARDS

Facility upgrade and modification services are fully documented. All upgrades and modifications are performed accurately; in full compliance with state, local, and Federal environmental regulations/requirements; safely; and timely. All drawings, schematics, documentation, instructions, engineering evaluations, and design specifications are accurate and delivered in a timely manner.

#### 4.5 TASK D: ENGINEERING SERVICES

The contractor shall develop, review, revise, and prepare engineering documentation for operations including test systems, support hardware, and engineering utilizing GFI section 6, Technical Instruction, and Applicable Documents section 3. Specific engineering services shall include:

- Maintain current drawing documentation in electronic form of all test systems, and hard copy form wherever only historical data exists. Back-up electronic files of documentation on NUWC DIVNPT servers.
- Format, revise, maintain operating procedures for all systems, plus operational and test procedures for all user task activity.
- Design components/systems related to test facility operations, facility upgrades and modifications, atsea demonstration tests, and prototype systems development.
- Provide services for engineering modeling and simulation of experimental systems to evaluate mechanical, electrical, and control and monitoring of systems and components under test.
- Use Human Systems Integration (HSI) integration technology to develop laboratory solutions for underwater

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vehicle control which will also be tested in-water.

- Design and develop simulators to test facility and experimental systems prior to fullup testing.
- Develop and maintain developmental, design and product engineering drawings for program(s), system(s) and component(s), from sketches to production drawings.
- The contractor shall provide project engineering services to include the development of schedules, project plans, project cost estimates, and viewgraph presentations. The contractor shall provide inputs prior to and during Planning Meetings, Integrated Product Teams (IPTs), Comment Resolution Meetings, Configuration Control Board (CCB) Meetings, In-Process Review (IPRs), Quarterly Program Reviews (QPRs), Design Reviews, Test Readiness Reviews. The contractor shall present status at any of these meetings.

#### 4.5.1 DELIVERABLES

The contractor shall provide conceptual, developmental, production drawings in accordance with CDRLs A007, A008, A009. The contractor shall provide presentation materials in accordance with CDRL A010 and provide plans, operating procedures, engineering analysis reports, and all other documentation in accordance with CDRL A011.

#### 4.5.2 PERFORMANCE STANDARDS

Engineering services are fully documented. All drawings, schematics, documentation, instructions, engineering evaluations, and design specifications are accurate and delivered timely.

#### 4.6 TASK E: STUDIES AND ANALYSIS SERVICES

The contractor shall perform studies and analyses for the Experimental Test Facilities and related subsystem hardware, and hardware under test utilizing GFI section 6, Technical Instruction, and Applicable Documents section 3. The contractor shall provide system development, inservice engineering, and component/system failure analysis. Studies and analysis shall include:

- Perform engineering studies and analyses of the test facilities and their systems, subsystems and components to determine and correct deficiencies; to evaluate test system design and assess the transfer of state-of-the-art technology into system/facility upgrades; and identify and prepare improvements to support future weapons system test requirements.
- Analyze test system capabilities and develop analytical and/or computer models to assess basic test system design and performance.
- Perform studies and analysis related to experimental development in the following areas:
  - a) Fuels and Combustion Processes
  - b) Acoustics and Vibrations
  - c) Electrochemical Analysis
  - d) Electro-mechanical Energy Conversion
  - e) System Controls
  - f) Structural Analysis
  - g) Solid Modeling

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- The contractor shall investigate, evaluate and implement tools, technologies, methodologies, and processes in order to improve efficiency, effectively utilize resources, improve response time, and reduce costs to maintain the facilities at a state-of-the-art level for best support of RDT&E test programs. Investigations and implementations shall include: electronic document management systems; product data management systems; workflow systems; database tracking; electronic hardware, analog and digital analysis, design and improvement; automated version control and configuration management systems; automated quality assurance systems; Independent Validation and Verification (IV&V) of instrumentation software; and software process improvement (including Capability Maturity Model (CMM) assessment).

- Investigate the environmental impact of proposed actions and any test events, with particular attention to the possible existence of hazardous materials in accordance with NUWCDIVNPTINST 5090.3D.

#### 4.6.1 DELIVERABLES

The contractor shall provide engineering and scientific/technical reports in accordance with CDRL A011.

#### 4.6.2 PERFORMANCE STANDARDS

Studies and analysis services are fully documented. All documentation, instructions, engineering studies and analysis, and reports is accurate and delivered timely.

#### 4.7 TASK F: INVENTORY, LOGISTICS, AND MANAGEMENT SERVICES

Utilizing GFI section 6, Technical Instruction, and Applicable Documents section 3 the contractor shall:

- Provide inventory and logistics services at NUWCDIVNPT for the operation, maintenance and upgrade of all systems and subsystems including: test equipment consumables, hazardous material and torpedo hardware in accordance with OPNAV, NUWCDIVNPT and Facility Instructions and Standard Operating Procedures (SOPs).

- All materials (commercial items/services including machine shop services) shall be processed in accordance with the below schedule from receipt of government request for the operation, maintenance and upgrade of all systems and subsystems including written confirmation that the item(s) have been ordered.

a) Below \$2,500 4 days

b) \$2,500 - \$25,000 7 days

c) \$25,000 - \$100,000 15 days

d) \$100,000 and above 30 days

- All materials (Government Unique (non commercial)) items/services shall be processed in accordance with the below schedule from receipt of government request for the operation, maintenance and upgrade of all systems and subsystems including written confirmation that the items(s) have been ordered.

a) Below \$2,500 5 days

b) \$2,500 - \$25,000 10 days

c) \$25,000 - \$100,000 20 days

d) \$100,000 and above 35 days

- Establish procedures for property control, acquisition, receiving, storage, inventory, shipping, and disposition of material and equipment.

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- Provide staging and shipping for experimental test items that are to complete testing at other facilities or for at sea exercises.
- Move materiel between NUWCDIVNPT test facilities within 30 minutes of tasking to avoid schedule delay.
- Establish procedures, control, and process documentation for purchase, inventory, disposition, and disposal of all hazardous materials, hazardous waste and satellite accumulation and hazardous waste disposal.
- Provide monthly reports of all hazardous material in accordance with OPNAV, NUWCDIVNPT, and Facility Instructions and Standard Operating Procedures (SOPs).
- Provide tracking schedules, manpower utilization, weekly reporting requirements, and travel logistics.
- Maintain security within spaces normally occupied by the contractor in the performance of the tasks related to this contract. This task shall include validation of proper clearance and need-to-know, and the escort of non-cleared service personnel when they are performing tasks within the contractor's area.
- Maintain secure storage repositories for critical data, both onsite and at the contractor's facility, in accordance with Facility Instructions and SOPs.
- Utilize GFI view graph drafts and notes to prepare briefings, handouts and other forms of presentation material, and attend meetings at which the material will be presented.

#### 4.7.1 DELIVERABLES

The contractor shall deliver procedures developed in accordance with CDRL A012. The monthly status report of inventories, hazardous material shall be delivered in accordance with CDRL A013. Presentation material, view graphs, handouts, and briefings shall be delivered in accordance with CDRL A010.

#### 4.7.2 PERFORMANCE STANDARDS

Inventory, logistics, and management services are fully documented. All inventories, procedures, and reports are accurate, maintained and delivered timely. All materials are ordered and processed in accordance with the above schedule.

#### 4.8 TASK G: QUALITY ASSURANCE

The contractor shall review hardware and software documentation, instructions, procedures, and manuals to determine quality conformance and technical impact utilizing GFI section 6, Technical Instruction, and Applicable Documents section 3. Specific quality assurance support shall include:

- Implement, operate, control, manage and monitor quality assurance programs and/or inspection systems. The operation of these programs and systems shall include the detailed inspection of mechanical and electrical/electronic hardware to verify their conformance to their respective engineering drawings and specifications.
- Prepare test plans, master test plans, test procedures, test reports or other software independent verification and validation reports for the test or evaluation of system/equipment hardware or software items.
- Review quality assurance program and inspection procedures, workmanship standards, and standard repair procedures, for compliance with the Facility QA program.
- Plan, prepare, perform and/or participate in those tasks of system safety assurance per MILSTD-882D and environmental compliance per OPNAVIST 5090.1B.

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#### 4.8.1 DELIVERABLES

The contractor shall provide plans, reports and procedures developed in accordance with CDRLs A014 and A015

#### 4.8.2 PERFORMANCE STANDARDS

Quality assurance services are fully documented. All plans, procedures, and reports are accurate and delivered timely.

#### 4.9 TASK H: OPERATIONS MANAGEMENT SERVICES

The contractor shall perform services for the operations management of the PTF complex service cost center utilizing GFI section 6, Technical Instruction, and Applicable Documents section 3. This involves SCC/ CPP fund tracking, preparation of logistics support documents, fiscal/funding profiles, master plans for resource allocations, cost estimates, and acquisition strategies related to the NUWC DIVNPT programs, including CPP funded projects.

The contractor shall prepare weekly and monthly Operations Management summary reports, which will be used by the SCC/ CPP fund tracking. These reports shall delineate the work accomplished by task hours expended by each labor category for each task and the weekly, monthly, and cumulative expenditures on each specific task. The contractor shall identify its plans for the next week and month, issues of concern, and projected expenditures for each task 4.9.1.

#### DELIVERABLES

The contractor shall provide operations management summary reports in accordance with Government format identified and CDRLs A016 and A017. Monthly and cumulative CPP expenditure reports shall be provided in accordance with CDRL A018.

#### 4.9.2 PERFORMANCE STANDARDS

Operations management services are fully documented. All reports, plans, fiscal/funding profiles, documents, and estimates are accurate and delivered timely.

#### 5.0 PROGRESS REPORTS

The contractor shall deliver monthly Performance and Funds and Manhour Expenditure reports in accordance with the contract clause C16, Cost and Performance Reporting.

#### 6.0 GOVERNMENT FURNISHED INFORMATION (GFI)

##### 6.1 Facility drawings

6.2 Facility test (i.e., instrumentation, engineering change request, test summary, test equipment, electronic engineering notebook) and drawing databases

##### 6.3 View graphs and notes

#### 7.0 QUALITY SURVEILLANCE & PERFORMANCE STANDARDS

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

Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the performance standards defined in individual task paragraphs. Responsiveness will be evaluated based upon the governments experience interacting with the contractor during

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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.

### **C16S COST AND PERFORMANCE REPORTING (SEP 2011)**

(a) The Contractor agrees to provide the Contractor's Funds and Manhour 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. Compliance with this requirement is considered a material requirement of this contract.

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

(1) Format. Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCRAFT). Paper submittal of the data is permitted for the first 60 days of performance. Address paper submittals to the 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 59

(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.

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(v) Report all trips and significant results.

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

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

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

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

(3) Submission and Approval.

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

(ii) Distribution. Provide one original copy to the 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, manhour, or status reporting without the prior written approval of the Contracting 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.

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

If, during the performance of this task order, the contractor believes that it contains outdated or different versions of any specifications or standards, the contractor may request that it be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the task order in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the task order.

#### **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)

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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 any NUWC DIVNPT 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 NUWC DIVNPT site. This document is available at: [http://www.navsea.navy.mil/nuwc/newport/docs/EMS\\_EnvPolicy1.pdf](http://www.navsea.navy.mil/nuwc/newport/docs/EMS_EnvPolicy1.pdf)

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

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWC DIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

## **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

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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 NUWC DIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).

(e) All copies of CDRL items under this task order, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport

Contract, Order, and ELIN Numbers

Report Title

Date of Report

Contractor Name (division which generated the report)

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

Contractor's Business Address

Task Order Dollar Amount

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

D24S PROHIBITED PACKING MATERIALS (JUN 2004)

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

#### D26S UNPACKING INSTRUCTIONS (JUN 2004)

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

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

### **52.246-5 INSPECTION OF SERVICES – COST-REIMBURSEMENT (APR 1984)**

#### **HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA**

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

#### **HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES**

Item(s) **ALL LABOR CLINs** - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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## SECTION F DELIVERABLES OR PERFORMANCE

### F1S PERIOD OF PERFORMANCE (JUN 2010)

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

	Line Items	Performance Period
Base	1200; 3200	3/19/07- 9/1/07
Option 1	1201; 3201	9/2/07- 9/1/08*
Option 2	1202; 3202	9/2/08-9/30/09*
Option 3	4201; 6201	5/6/10- 9/30/10
Option 4	4202; 6202	01/24/11- 9/30/11
Option 5	4203; 6203	10/1/11- 1/31/12*
Option 6	4301; 6301	10/1/11-1/31/12
Option 7	4302; 6302	2/1/12 - 5/7/12

\* 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.

### F22S DELIVERY OF DATA (JUN 2004)

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

### F30XS PLACE OF PERFORMANCE (APR 2005)

Work will be mostly performed at the NUWCDIVNPT Propulsion Test Facility (PTF) complex and at the contractor's facility, as required by the Statement of Work. However, occasional travel sites are anticipated to include:

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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

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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: <a href="mailto:jerome.mccauley@navy.mil">jerome.mccauley@navy.mil</a>
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(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 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, Jerry Palmer at 401-832-4964 or [gerard.palmer@navy.mil](mailto:gerard.palmer@navy.mil). For payment status, log into WAWF, scroll to the bottom of the page, and click on the link for "Pay Status (myinvoice – External Link)". Call or e-mail Barbara Sangeado at 401-832-4952 or [barbara.sangeado@navy.mil](mailto:barbara.sangeado@navy.mil) only if you cannot get the answer through the WAWF Website.

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## **G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (NOV 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:

Name: Steve Lamb

Telephone: Commercial 401-832-8526; DSN 432-8526

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

Email: [stephen.a.lamb1@navy.mil](mailto:stephen.a.lamb1@navy.mil)

(d) The Task Order Negotiator is:

Name: Jessica Brule

Telephone: Commercial 401-832-4831; DSN 432-4831

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

Email: [jessica.brule@navy.mil](mailto:jessica.brule@navy.mil)

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

Name: Denise Abraham

Telephone Commercial: 401-832-6973; DSN: 432-6973

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

Email: [denise.abraham@navy.mil](mailto:denise.abraham@navy.mil)

(f) The Contracting Officer's Representative (COR) this task order is:

Name: Jerome McCauley

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Code: 8112

Mailing Address: Naval Undersea Warfare Center Division, Newport, 1176 Howell Street, Building:  
1302 Room: 105, Newport, RI 02841

Telephone: Commercial 401-832-2897; DSN 432-2897

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

#### **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.

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

Fill in the information required below. The contractor's senior technical representative, point of contact for performance under this contract is:

Name: Michael Lee

Title: Engineer, Computer II

Mailing Address: SAIC, Aquidneck Corporate Park, 28 Jacome Way, Middletown, RI 02842

E-mail Address: [michael.c.lee@saic.com](mailto:michael.c.lee@saic.com) [michael.c.lee3.ctr@navy.mil](mailto:michael.c.lee3.ctr@navy.mil)

Telephone: 401-832-5912

#### **NOTE TO THE PAYMENT OFFICE (JAN 2012) DFARS PGI 204.7108 (d)(12) Other.**

(a) The award document includes Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under Seaport-e, all funding is identified/obligated at the





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

430201

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MOI [REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 5252.216-9122 LEVEL OF EFFORT - ALTERNATE 1 (MAY 2010)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other nonwork locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended evenly over the period of performance. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimate cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable

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cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the manhours listed in paragraph (a) above. The contractor shall continue to be paid fee for each manhour performed in accordance with the terms of the contract.

**5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM	ALLOTED TO COST	ALLOTED TO FEE	TOTAL AMOUNT ALLOTED	ESTIMATED PERIOD OF PERFORMANCE
			\$2,275,299.00	DOA - 1/31/2012
630102				
430201			\$125,000.00	2/1/12 - 2/29/12
630201			\$98,000.00	2/1/12 - 4/30/12
430202			\$42,000.00	30 Apr 2012
430203		6	\$42,000.00	23 Mar 2012
430204	0		\$24,000.00	30 April 2012
430205	3		\$30,000.00	30 March 2012
430206	0	\$	\$32,000.00	06 April 2012
430207	0	\$	\$32,000.00	13 April 2012
430208	8	\$	\$64,000.00	Date of Mod 26 thru 30 APR 2012
430209			\$60,000.00*	Date of Mod 28 thru 15 May 2012

\* Funding has been deobligated from this SLIN in accordance with Section B - Supplies and Services.

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

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(c) Fully funded CLINs/SLINs are subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

#### **5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

#### **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 and extends for a period of one year after the term of this task order.

(b) The Contractor further agrees that its employees, agents or subcontractors shall not disclose to any individual, company or Government representative\* any information relating to current or proposed Government budgetary information, acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed under this task order, unless so directed by the 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.

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(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.

#### **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.

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(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.

#### **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.

#### **H40S KEY PERSONNEL (FEB 2007)**

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

Louis Bisci (Engineer, Mechanical IV)

Fredeirck Cancilliere (Engineer, Systems III)

David Duarte (Engineer, Design III)

George Ethier (Technician, Mechanical VI)

William Grailich (Engineer, Systems IV)

Michael Lee (Engineer, Computer II)

Mary Beth MacBain (Engineer, Electrical/Electronics III)

Joseph Marcello (Logistician III)

Laddie Morris (Technician, Electrical/Electronics VI)

James Timothy Nicoletti (Manager, Administrative IV)

Donald Perry, Jr. (Technician, Electrical/Electronics VI)

Michael McGinn (Technician, Mechanical IV)\*

William Armstrong (Engineer, Structural III) (MRC)

David Clough (Engineer, Mechanical III)( MRC)

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Ruth Davis (Specialist, Configuration Management III) (MRC)

John Gunzelman (Engineer, Mechanical IV) (MRC)

Stanley Piszcz (Technician, Mechanical VI) (MRC)

**H52S PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT (FEB 2007)**

None of the services required by this task order shall be subcontracted to or performed by persons other than the contractor, the contractor's employees, or those subcontractors (as listed below) which were proposed and approved in the initial offer, without the prior written approval of the Task Order Ordering Officer.

Subcontractors:

McLaughlin Research Corp. (MRC) - 69,170 hrs.

Engineering Dynamics Inc. (EDI) - 356 hrs.

Note: Cited quantity of hours is the maximum over the entire period of performance (if all options are exercised), and over both task orders (N421 and N422) which resulted from the applicable solicitation.

**H61S GOVERNMENT FURNISHED PROPERTY (GFP) (FEB 2005)**

(a) The Government shall furnish Government property to the Contractor for use in connection with this task order.

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in the attached, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following locations: Southern California Anti-Submarine Warfare Range (SOAR), San Clemente Island, CA and Barking Sands Undersea Range Expansion (BSURE), Kauai, Hawaii (if options exercised).

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

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

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

**H83S SERVICE CONTRACT ACT WAGE DETERMINATION (Aug 2008)**

The known applicable Service Contract Act Wage Determination by the Secretary of Labor (identified to the current Revision available) is:

Wage Determination #: 2005-2468 Rev. 12 (Rhode Island, Newport County)

Offerors proposing that SCA-covered labor categories will be performing in other locations need to access additional Wage Determinations, and clearly state where such performance will occur in its Cost Proposal.

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

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

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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 SCACovered contract? Yes.
2. Are any of the employees performing work subject to a CBA? No.
3. Are the contract services to be performed listed below as NonStandard 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. Yes.

The site will provide the appropriate WD.

**H100 HOUSEKEEPING AND SAFETY RESPONSIBILITY (SEP 2006)**

- (a) The contractor is responsible for maintaining the cleanliness of the test cell areas located within the Propulsion Test Facility. This includes performing general housekeeping duties.
- (b) The contractor is also responsible for ensuring that test cell areas are in full compliance with all applicable Federal, state, and local safety and environmental regulations and the American National Standards Institute standards.

**H101 CERTIFICATION RESPONSIBILITY (SEP 2006)**

- (a) The contractor is responsible for certifying its employees and subcontractor employees for handling explosives and OTTO Fuel II per applicable regulations and instructions.
- (b) Explosives Certifications shall be submitted to the NUWC Explosives Safety Officer (ESO) for the purpose of concurrence with contractor procedures only. This concurrence does not reduce the contractor's responsibility to ensure that certified persons meet all certification requirements. As part of the submittal, the contractor shall provide a completed Appendix F, Conventional Ordnance Explosives Qualification/Certification Format form for each individual.
- (c) The contractor is also responsible for obtaining the necessary certifications for its employees and subcontractor employees to clean up OTTO Fuel and other facility-related hazardous waste spills per Hazardous Waste Operations and Emergency Response (HAZWOPER) regulations.
- (d) The contractor is responsible for certifying its employees and subcontractor employees to perform heavyweight Torpedo maintenance activities prior to performing all such activities in accordance with the Heavyweight Torpedo Common Job Qualification Requirements Manual.

**H102 HEALTH EXAMINATIONS/PROTECTION (SEP 2006)**

- (a) The contractor is responsible for providing eye, ear, respiratory, and other personal protective equipment as required by applicable regulations.
- (b) The contractor is responsible for providing clear and convincing evidence of recent eye and ear examinations for all prime contractor and subcontractor personnel working in areas designated as "eye hazardous" or "high noise". The contractor is also responsible for providing clear and convincing evidence of medical surveillance examinations performed to assess the health status of individuals as it is related to their work.

**H103 TRAINING RESPONSIBILITY AND REIMBURSEMENT (SEP 2006)**

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(a) The contractor is responsible for providing formal, technical training to its Government site located personnel in order to keep them current with state-of-the-art equipment and systems changes being installed, interfaced, and operated at NUWC Division Newport's Propulsion Test Facility (PTF).

(b) Government reimbursement of such training costs is limited to: payment of NUWC Division Newport site located persons normal hourly labor rate for a maximum of forty (40) hours per year per person but only when such costs are incurred during normal working hours.

(c) The cost of training materials, course fees, tuitions, and any travel and/or per diem shall be borne by the contractor, i.e. shall not be charged as an "other direct cost" (ODC) to the Government.

**H104 HAZARDOUS PAY REIMBURSEMENT (SEP 2006)**

The Government will reimburse the contractor for hazardous pay conditions incurred in the course of performance, in accordance with applicable Government regulations/policies.

**H106 HOURS OF OPERATION (SEP 2006)**

Regular working hours at the Naval Undersea Warfare Center Division Newport for the Torpedo Test Facility Complex are presently from 0730 to 1600. If a contractor or subcontractor wishes to work other than at these hours or on Saturday, Sunday, and holidays, they must first obtain the approval of the Task Order Manager (TOM) designated in clause G17.

**H107 CONFINED SPACE PROGRAM REQUIREMENTS (SEP 2006)**

(a) The contractor is responsible for developing, maintaining, and following a Confined Space Program Plan per applicable regulations.

(b) Monitoring of such a Plan shall be performed by Government/Navy personnel only in emergency situations and only with the Commanding Officer's approval.

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

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

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

There may be situations where contractor employees and government employees travel together in government vehicles, or in vehicles rented by the government under the terms of the U.S. Car Rental Agreement (currently available at [http://www.defensetravel.dod.mil/Docs/CarRentalAgreement\\_050508.pdf](http://www.defensetravel.dod.mil/Docs/CarRentalAgreement_050508.pdf)) the government has with various rental car companies. In such situations, contractor employees may only be passengers (not drivers) in such vehicles. If a contractor employee is a passenger in a government vehicle or a vehicle rented by the government, it would be on a "no additional cost to the government" basis. If a contractor employee is a passenger in a government vehicle, the contractor shall indemnify and hold the government harmless from all liability resulting from personal injury or death or damage to property which may occur as a result of such joint travel. When a contractor is a passenger in a vehicle rented by the government, liability would be limited to the terms set out in the U.S. Car Rental Agreement in effect at the time of any incident.

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## SECTION I CONTRACT CLAUSES

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

52.204-9 Personal Identity Verification of Contractor Personnel (Sep 2007)

**52.222-41 Service Contract Act of 1965 (NOV 2007)**

**52.222-99 Notification Of Employee Rights Under The National Labor Relations Act (DEVIATION 2010-O0013) (JUN 2010)**

252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)

252.223-7003 CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES (DEC 1991)

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)

**252.239-7000 Protection Against Compromising Emanations (JUN 2004)**

**252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)**

52.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (DEC 2000)

52.245-1 GOVERNMENT PROPERTY (June 2007)

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)

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

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)

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

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SEE CLAUSE H83S for guidance.

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

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

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

(1) Means any item of supply that is—

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

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

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

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

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

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

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

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

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

“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 EVerify at time of contract award, the Contractor shall—

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

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the EVerify program, begin to use EVerify 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 (1) (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 employees assignment to the

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contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in EVerify 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 EVerify, 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).

(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 EVerify 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 EVerify 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 EVerify program;



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## SECTION J LIST OF ATTACHMENTS

Task Order Administration Plan

DD254- Contract Security Classification Specification (updated via Modification 19)

Appendix A- PTF Test Areas and Research Laboratory Descriptions

Listing of acronyms and abbreviations

Listing of Government Property Made Available (revised via modification 07)

Appendix B- PTF Applicable Documents

DD1423- Contract Data Requirements List (with Addendum)- revised (note: wherever Code 8234 appears, it is changed to NUWC DIVNPT Code **8112**).