

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES	
	U	1	2

2. AMENDMENT/MODIFICATION NO. 18	3. EFFECTIVE DATE 07-Feb-2014	4. REQUISITION/PURCHASE REQ. NO. 1300000000	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N66604	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Summit Research 10201 Fairfax Blvd. Suite 400 Fairfax VA 22030-2222	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4101-N401
	10B. DATED (SEE ITEM 13) 29-Sep-2006
CAGE CODE 5M996	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 43.103(a) & FAR 52.232-22, Limitation of Funds (APR 1984)

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) Dyson Kevin, Authorized Company Representative		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Laina J Ouellette, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Dyson Kevin (Signature of person authorized to sign)	15C. DATE SIGNED 07-Feb-2014	16B. UNITED STATES OF AMERICA BY /s/Laina J Ouellette (Signature of Contracting Officer)	16C. DATE SIGNED 07-Feb-2014

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

Distribution: KR, 0221, DFAS-HQ0338, frank.sailes@navy.mil, mark.henning@navy.mil

FSC: R425

NUWCDIVNPT Control #: 141109

NUWCDIVNPT Requisition #(s): N66604-6170-0001-995

NUWCDIVNPT POC: Lis Walker (See cover page for e-mail address and telephone number)

The purpose of this modification is to Deobligate Funding from CLINs 110203, 310203, & 410102.

SECTION B - Deobligate funding as follows:

Decrease SLIN 110203 from \$1,309,238.38 by (\$38,917.47) to \$1,270,319.91

Decrease SLIN 310203 from \$89,130.56 by (\$1,362.54) to \$87,768.02

Decrease SLIN 410102 from \$279,880.04 by (\$47,153.60) to \$232,726.44

SECTION G- LLAs 110203/310203/A6 and 410102/A7 are decreased by this modification.

SECTION H- Revise Clause H31S to reflect decrease in funding as a result of this deobligation.

The total funding obligated for this task order is hereby **decreased from \$8,629,532.62 by (\$87,433.61) to \$8,542,099.01.**

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 applies to **CLIN 1102, 3102 & 4101**) as a result of this deobligation.

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 Services in support of the Navy Lessons Learned System per the Statement of Work \$0.00

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1100	R425	Base Period (O&MN,N)	28000.0	HR	\$1,626,290.00	\$84,080.00	\$1,710,370.00
110001	R425	Funding ACRN A1 (O&MN,N)					
1101	R425	Option 1 (O&MN,N)	28000.0	HR	\$1,681,884.00	\$87,023.00	\$1,768,907.00
110101	R425	Funding ACRN A3 (O&MN,N)					
1102	R425	Option 2 (O&MN,N)	42000.0	HR	\$2,638,767.00	\$136,796.00	\$2,775,563.00
110201	R425	A5 \$460,000.00 (O&MN,N)					
110202	R425	A6 \$440,000.00 (O&MN,N)					
110203	R425	A6 \$1,270,319.91 (\$1,309,237.38 - \$38,917.47 in Mod 18) (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
3000		Prime and Subcontractor Travel and Material (with burdens, no fee)			\$0.00
3100	R425	Base Period (O&MN,N)	1.0	LO	\$179,817.00
310001	R425	FUNDING ACRN A2			

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(O&MN,N)

3101	R425	Option 1 (O&MN,N)	1.0	LO	\$183,086.00
310101	R425	Funding ACRN A4 (O&MN,N)			
3102	R425	Option 2 (O&MN,N)	1.0	LO	\$277,899.00
310201	R425	A5 \$40,000.00 (O&MN,N)			
310202	R425	A6 \$5,000.00 (O&MN,N)			
310203	R425	A6 \$87,768.02 (\$89,130.56 - \$1,362.54 in Mod 18) (O&MN,N)			

For Cost Type Items:

4000	Services in support of the Navy Lessons Learned System per the Statement of Work	\$0.00
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4101	R425	Option 4 (O&MN,N)	28000.0	HR	\$1,839,006.00	\$95,545.00	\$1,934,551.00
410101	R425	A7 \$1,050,000.00 (O&MN,N)					
410102	R425	A7 \$232,726.44 (\$279,880.04 - \$47,153.60 in Mod 18) (O&MN,N)					
410103	R425	A7 \$515,000.00 (O&MN,N)					
4102	R425	Option 5 (O&MN,N)	14000.0	HR	\$945,983.00	\$50,634.00	\$996,617.00
410201	R425	A8 \$500,000.00 (O&MN,N)					
410202	R425	A8 \$320,000.00 (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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6000	Prime and Subcontractor Travel and Material (with burdens, no fee)				\$0.00
6101	R425 Option 4 (O&MN,N)	1.0	LO		\$187,446.00
610101	R425 A7 \$23,184.71 (\$50,000.00 - \$26,815.29 in Mod 17) (O&MN,N)				
610102	R425 A7 \$10,000.00 (O&MN,N)				
6102	R425 Option 5 (O&MN,N)	1.0	LO		\$93,723.00
610201	R425 A8 \$20,000.00 (O&MN,N)				

B30S LEVEL OF EFFORT - TERM (MAR 2010)

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

HOURS

Base Period	28,000
Option 1	28,000
Option 2	42,000
Option 4	28,000
Option 5	14,000

NOTE: There is no longer an Option 3. Option 3 was combined with Option 2 on Modification 7.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B42S OPTIONS (JUN 2005)

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

Option No.	Exercise Date - No Later Than
1	December 5, 2007
2	December 5, 2008
4	March 30, 2010
5	June 5, 2011

NOTE: There is no longer an Option 3. Option 3 was combined with Option 2 on Modification 7.

B43S OPTIONS AND BASIC AWARD TERM (JAN 05)

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

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B51S PAYMENT OF FIXED FEE - TERM (NOV 2005)

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

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK – NAVY LESSONS LEARNED SYSTEM (NLLS) SUPPORT

1.0 Background

1.1. The U.S. Navy established the Navy Lessons Learned System (NLLS) in 1996 at the direction of the U.S. Congress. Commander, Navy Warfare Development Command (NWDC) serves as the program's Executive Agent on behalf of the Chief of Naval Operations and Commander, Fleet Forces Command. NWDC executes these duties and responsibilities primarily through contractor personnel located at NWDC in Newport, Rhode Island and forward deployed Fleet Management Sites (FMS) headquarters throughout the world.

1.2. The Navy Lessons Learned System (NLLS) provides the Navy with a structured process to capture and analyze lessons learned by operational forces in order to improve fleet readiness and to enhance the Navy's ability to accomplish assigned missions. The NLLS has been, and will continue to be, a dynamic program, leveraging the latest technological innovations with the needs of the Fleet being foremost in determining system design and operation.

NLLS must provide a fast, agile, comprehensive, and affordable means to:

- capture lessons learned
- analyze their significance
- forward key insights/recommendations to Navy leadership quickly
- track remedial action to ensure necessary changes are made to doctrine, organization, training, material, leadership and education, personnel and facilities (DOTMLPF)

1.3. The NLLS is a knowledge management process established to enhance the fleet's warfighting capabilities through discovery, knowledge development, implementation, and the sharing of lessons from maritime operations, training, exercises, and other activities (see Attachment #1 NLLS Knowledge Management Process). In its first ten years of existence NLLS archived over 43,000 lessons learned in its data base and supported small-scale active collection of U.S. Navy lessons learned during Operation Enduring Freedom (OEF), Operation Iraqi Freedom (OIF), Operation Unified Assistance (Tsunami relief), and Hurricane Katrina relief operations.

1.4 Description of the Navy Lessons Learned System (NLLS)

1.4.1 Technical Overview. NLLS utilizes a web-based enterprise system used to submit, process and display lessons learned throughout the Navy. NLLS has two main components: the NLLS SIPRNET website and the SIPRNET Navy Lessons Learned Management Portal.

- SIPRNET website. The NLLS SIPRNET website is used to display lessons learned, analytical reports, and remedial action status, as well as other documents of interest to the Navy.
- SIPRNET Management Portal. The NLLS SIPRNET Management Portal is a web information system used to submit lessons, edit lessons, and post vetted lessons to the NLLS website. In addition, it is within the Management Portal that Fleet Site managers and those with administrative rights and privileges are able to create Fleet Remedial Action Program (RAP) items tied to lessons learned. Additional Management Portal tools include the ability to: tag lessons, conduct analysis, collect metrics, and establish rights and privileges to monitor and edit data.

1.4.2 Software Overview. Both the NLLS SIPRNET website and the NLLS SIPRNET Management Portal utilize the .NET framework to display information through the web. Using ASP.NET to talk to the SQL Server database, both sites take advantage of the latest web programming technology to provide:

- Greater integration with databases
- Highly developed GUI modules enhancing usability

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- Tight integration with XML
- Ability to rapidly integrate XML Web Services. This capability allows you to share your database information in real-time with other databases or systems outside your command.
- Take advantage of object oriented programming
- Greater processing speed
- More powerful searches

1.4.2.1 Technical expansion. Using the .NET framework and the on-line management system (Management Portal), NLLS is expanding its capabilities and services to the fleet. This enhanced online management system will allow Warfare Centers of Excellence (Fleet ASW Command, Navy Information Operations Command, Surface Warfare Development Command, etc.) to use the NLLS portal to manage their lessons without going through numbered fleet management sites.

1.5 Process Overview.

1.5.1 Collection. The NLLS process includes two sources of collection: active (using teams formed for a particular operation) and passive (which hinges on direct submission from fleet operational units). For active collection, NWDC will establish collection teams from subject-matter experts from NWDC, Warfare Centers of Excellence, and other sources including academic and contractor personnel, in order to enable effective collection with minimal impact on operational forces conducting events.

1.5.2 Analysis. When initially conceived in 1991, analysis of data in the NLLS database was to be decentralized, i.e. analysis would be conducted by system users. Since 9/11, however, there has been a need for a lessons learned system that better informs current warfighting and force transformation decisions. NWDC is responsible for gathering, aggregating, and rapidly disseminating lessons learned, observations, findings, and recommendations. Through analysis, NWDC will identify those lessons learned that require further research and examination by subject matter experts, and will direct conduct of the analytical process.

1.5.3 Remedial Action. The Remedial Action Program (RAP) is a function of the NLLS which provides a means of identifying problems, resolving issues, and delivering solutions from NLLS to the warfighter. RAP operates at two levels: Numbered Fleet RAP and Navy-wide RAP. In the Numbered Fleet RAP, Numbered Fleet staffs initiate corrective action when their review of a lesson learned indicates that resolution requires action that affects only that Fleet's operations, training, tactics, techniques or procedures. Under Applicable Document 3.1 NLLS contractors are located at Fleet Management Sites to manage Numbered Fleet RAP programs. In the Navy-wide RAP, NWDC initiates corrective action when their review of a lesson learned indicates that resolution has Navy-wide implications. Under Applicable Document 3.1, NLLS Contractors at the Central Management Site (NWDC) manage this function.

2.0 SCOPE

This SOW defines the overarching requirements for providing administrative, technical, analytical and programmatic support for the Navy Lessons Learned System (NLLS). The Contractor shall provide administrative, technical and analytical services for the Navy Lessons Learned System. The Contractor shall provide on-site services at designated Fleet Management Sites (FMS), at Navy Warfare Development Command, and at temporarily established management sites, as identified by GFI 6.1, to meet developing contingencies. The Contractor shall provide both an online, web based knowledge portal, and an offline system. Also, the Contractor shall provide the ability for Fleet users to comment, and exchange ideas, on all items in the Navy Lessons Learned Data Base (NLLSDB). Additionally, the Contractor shall provide:

- Naval analytical/technical services for NLLS, to include experimentation
- NLLS maintenance, updating and distribution
- software development/distribution
- software revision and testing

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- documentation/training materials associated with the system
- program administrative support
- periodic status reporting
- quality control and assurance
- administrative services for the Remedial Action Program.
- fleet liaison and training hardware/software functionality current with industry standards, to include incorporating the latest in industry standards and practices in the areas of Knowledge Management, Knowledge Portals and Graphic User Interface.
- web based, and offline, information dissemination and retrieval capability current with the latest industry methodology and practices

3.0 APPLICABLE DOCUMENTS:

3.1 - OPNAV INSTRUCTION 3500.37C, Navy Lessons Learned System

3.2 - CJCS INSTRUCTION 3150.25 (series), Joint Lessons Learned Program

4.0. Tasks

The work performed under this task order is in accordance with paragraphs 3.12, 3.18 & 3.20 of the Basic Seaport-E Contract. The Contractor shall provide services for NLLS support under this Task order, which shall be performed in accordance with the requirements set forth in the tasks as defined below: The contractor shall provide monthly progress status and financial reports for all task actions in accordance with CDRL A001.

4.1 Task 1: Using Applicable Document 3.1, the contractor shall provide services at the Central Management Site located in Newport in order to maintain and update the master Navy Lessons Learned Data Base (NLLSDB) and web site/knowledge portal, perform quality control/assurance on the systems. Applicable Document 3.1 outlines and provides management functions. All below reference tasks provide system accessibility to all authorized users 24/7/365 days. The services include:

- Manage operation of NLLS SIPRNET Online Management Portal
- Manage operation of NLLS SIPRNET Website
- Manage operation of NLLS NIPRNET Online Management Portal
- Manage operation of NLLS NIPRNET Website
- Manage NLLS SIPRNET Online Management Portal and NLLS SIPRNET Website operations via NLLS Collaboration at Sea (CaS) module and provide interface/linkage to enable automated transfer of data from NLLS SIPRNET Website to CaS NLLS read-only and from CaS NLLS Online Management Portal to NLLS SIPRNET Online Management Portal by all CaS equipped ships 24/7/365 days.
- Collect utilization data for the NLLS SIPRNET Online Management Portal, the NLLS SIPRNET Website, and the NLLS NIPRNET Website.
- Maintain/update and duplicate the Master System Data Base for subsequent distribution to all users of the system on CD ROMs. The contractor shall include in each release a report summarizing the changes or revisions to the new release no later than quarterly In the case of emergencies, identified in GFI 6.11, the updates shall be provided as they are received from the FMS.
- Conduct an inventory of Government Furnished Equipment. (GFP)

4.1.1 Schedule/Deliverables: The contractor shall provide:

- Weekly metrics report that cover utilization of the systems in accordance with CDRL A002.

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- Quarterly Updated releases (CD ROM) shall be provided in accordance with CDRL A003
- Emergency Updated releases shall be provided in accordance with CDRL A004
- Inventory of Government Furnished Equipment. (GFP) CDRL A005

4.1.2 Performance Standards: Operate the NLLS system 24/7/365 days

with a portal online availability standard of 99%. Provide interface/linkage support to enable automated transfer of data accessible by all authorized users 24 hours per day, 7 days per week, 365 days per year. Portal and website online availability standard is 99%. Metrics reports will be complete and concise, technically accurate, grammatically correct, and professionally presented on a weekly basis. Status reports are clear and concise and kept current.

4.2 Task 2 The contractor shall provide the following Central Management Site (CMS) database services:

- Enter validated observations using GFI 6.2, GFI 6.3 and GFI 6.4 into the NLLS Lessons Learned data base and shall provide data base access to all authorized users using SIPRNET, Secret CD-ROM, and Unclassified CD-ROM.
- Maintain a complete and accurate data base of all active and archived lessons learned via SIPRNET and CaS, and CD-ROM for units not equipped with CaS.
- Review the NLLS Lessons Learned data base for trends and unresolved issues concerning doctrine, organization, training, material, leadership and education, personnel and facilities (DOTMLPF) and shall provide lessons learned reports, summaries, and briefings.
- The contractor shall develop a process to handle emerging contingencies. The process shall include data collection plans for the active collection teams to guide collection efforts. The contractor shall provide data collection and analytical evaluations for contingencies identified in (GFI 6.5).

4.2.1 Schedule/Deliverables: The contractor shall provide:

- Briefing Materials in accordance with CDRL A006
- Lessons Learned Reports and Summaries in accordance with CDRL A007.
- Process for handling emerging contingencies in accordance with CDRL A008
- Emerging events data reports in accordance with CDRL A009

4.2.1.2 Performance Standards: Maintain a current and accurate data base of both active and archived lessons learned accessible by all authorized users 24 hours per day, 7 days per week, 365 days per year on SIPRNET, Collaboration at Sea (CaS), and CD ROM (for units not equipped with CaS). CD ROMs will be distributed twice annually; May and October.

4.3 Task 3 The Contractor shall input into the NLLS SIPRNET Website resolved lessons learned issues received from Fleet Commanders, Numbered Fleet Commanders, Warfare Centers of Excellence, and other Subject Matter Experts . The Contractor shall also maintain the status of all unresolved lessons learned issues on NLLS SIPRNET Website. The contractor shall report all resolved lessons learned issues in monthly status reports.

4.3.1 Schedule/Deliverables. The Contractor shall provide reports of unresolved lessons learned issues in accordance with CDRL A010.

4.3.2 Performance Standards: Maintain a data base of both resolved and un-resolved lessons learned that is accurate, controlled, and up-to-date and reports submitted on a timely basis.

4.4 Task 4 Fleet Management Site Support

Using Applicable Document 3.1, the contractor shall perform the following services at the Fleet Management Sites located at Commander Second Fleet, (C2F) Norfolk VA; Commander Third Fleet (C3F) San Diego, CA;

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Commander Sixth Fleet (C6F) Naples, Italy; Commander Seventh Fleet, (C7F), Yokosuka, Japan; COMUSNAVCENT/Commander Fifth Fleet, (C5F), Bahrain

- The Contractor shall receive inputs from Fleet users, and transcribe and format the data for validation by Fleet Management Site manager (FMS). Upon receipt of approved validated data, the contractors shall submit using GFI 6.6, GFI 6.7 and GFI 6.8 completed Lessons Learned Analysis Reports, Summary Reports (post-exercise reports, operational situation reports (sitreps), and Port Visit Reports to the Central Manage Site Distribution Site. Tasking shall include the following:
 - Review lessons learned, post-exercise reports, operational situation reports (sitreps), to include supporting documentation in any electronic format, in order to extract, condense and summarize operational and tactical issues and procedures to formulate system entries.
 - After review of the GFI, format and load inputs into the NLLS and combine new and revised inputs for submission to Central Collection and Distribution Site for inclusion in future releases.
 - Review all entries for correctness, continued applicability, and trend analysis.
 - Provide the Fleet staffs with lessons learned trend analysis and other tailored analytical reports.
 - Provide Remedial Action Program inputs to Central Management Site for input to the NLLSDB.

4.4.1 Schedule/Deliverables: The contractor shall provide Lessons Learned Analysis Reports, Summary Reports or Port Visit Reports input packages in accordance with CDRL A011.

4.4.2 Performance Standards: Maintain and operate the NLLS system at FMS in accordance with Applicable Document 3.1. All NLL data packages entered into the NLLS SIPRNET database and all written reports will be technically accurate, grammatically correct and up-to-date.

4.5 Task 5: The Contractor shall prepare agenda, conduct meetings, and record minutes for the annual program management meetings. The contractor shall distribute the agendas and minutes upon government approval. Annual Meeting schedules shall be identified in (GFI 6-13). Emerging Contingencies Meetings shall be identified in (GFI 6-5). The following meetings shall require support coordination:

- Annual NLLS Executive Steering Committee Meetings. These meetings are used to evaluate program objectives and to coordinate system software and hardware configuration development efforts.
- Annual NLLS Program Reviews to discuss status of NLLS ongoing or future problem areas and long range planning working meetings.
- Emerging Contingencies Meetings.

4.5.1 Schedule/Deliverables: The contractors shall provide agendas, meeting minutes in accordance with CDRL A012 and CDRL A013.

4.5.2 Performance Standards: All agendas and minutes will be complete and concise, technically accurate, grammatically correct.

4.6 Task 6: Long Range Systems Support

Using Applicable Documents 3.1, the Contractor shall analyze and prepare recommended changes to program procedures, methodology, structure, and hardware or software upgrades and modifications to support long range planning for the NLLS. Reports shall be submitted at the Annual NLLS Program Reviews.

4.6.1 Schedule/Deliverables. The contractor shall provide their recommended documentation for long range planning, in accordance with CDRL A014.

4.6.2 Performance Standards: Recommended changes and all correspondence will be relevant, technically accurate, clear, concise, and include considerations that are sound and actionable.

4.7 Task 7. Using GFI 6.9, and Applicable Documents 3.1, the Contractor shall update the procedural instructions

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NLLS Site Operator's Guide, and NLLS User's Guide.

4.7.1 Schedule/Deliverables: The contractor shall provide updated procedures and operational instructions in accordance with CDRL A015.

4.7.2 Performance Standards: Documentation shall be thorough in its content, clear in its presentation and specific in listing or stating all procedures required to successfully operate the system.

4.8 Task 8 The Contractor shall receive software system anomalies and enhancement recommendation reports from system users either by online or offline means (GFI 6.12). The Contractor shall review Fleet submitted comments/queries/issues when received, recommend a task priority and provide an estimate of resources required to complete each task. The results of this review and estimation process shall be presented to the NWDC Program Manager for review and approval. The contractor shall consider NLLS deficiencies that directly impair system operation to take precedence over those that would be considered a program enhancement.

Upon approval by NWDC Program Manager, the contractor shall correct the system anomalies and implement enhancements.

4.8.1 Schedule/Deliverables: The contractor shall provide reports in accordance with CDRL A016.

4.8.2 Performance Standards: Reports will be technically accurate, clear and concise.

4.9 Task 9: The Contractor shall organize and maintain an inventory/control data base of all master software, procedure files, system hardware, instructions and documentation. The contractor shall provide a copy of all software documentation and changes/upgrades, in both hardcopy and on magnetic media to the Program Manager. In addition, the Contractor shall maintain a duplicate inventory at the contractor facility. The inventory shall be such that at least the previous two (2) system updates/releases may be reproduced from masters in storage exactly as originally released. The contractor shall provide the ability for the Fleet user to submit any supporting documentation, in any electronic media, associated with a NLLS report for inclusion in the database and to intuitively retrieve/access all supporting documents related to a report in the database and other related, networked databases.

4.9.1 Schedule/Deliverables: The contractor shall provide software documentation and changes/upgrades, in accordance with CDRL A017.

4.9.2 Performance Standards: NLLS Computer Database Inventory and Administration Tasks shall be documented, accurate, controlled, maintained and up-to-date.

4.10 Task 10 System Input Training To Fleet Units And/Or Users

Using Applicable Document 3.1, the Contractor shall provide NLLS training sessions at designation sites in accordance with schedule provided by GFI 6.10. Training to be provided:

- Fleet units in the use of NLLS SIPRNET Online Management Portal and NLLS SIPRNET Website to enable their submission of observations and to retrieve archived lessons, reports, summaries, and briefings.
- Fleet staffs, support staffs, and training commands
- Fleet Commanders, Numbered Fleet Commanders, Warfare Centers of Excellence, and other Subject Matter Experts (including fleet training commands) in the use of NLLS SIPRNET Online Management Portal and NLLS SIPRNET Website to review and validate observations.

4.10.1 Schedule/Deliverables: The contractor shall provide training materials for each training session in accordance with CDRL A010.

4.10.2 Performance Standards: Documentation/training materials shall be thorough in its content, clear in its presentation and specific in listing or stating all procedures required to successfully operate the system. Training shall be accomplished in a professional manner and shall result in a level of competency enabling fleet users to successfully review and validate observations in the NLLS SIPRNET Online Management Portal and NLLS SIPRNET Website.

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5.0 PROGRESS REPORTS

5.1 The contractor shall provide monthly progress, status and financial reports for all tasks in accordance with CDRL A001. The reports shall include all task actions taken.

6.0 GOVERNMENT FURNISHED INFORMATION (GFI)

6.1 - Temporary management sites, when required, will be established by directives from the Program Manager (PM).

6.2 - Navy Lessons Learned Reports submitted by FMS to CMS.

6.3 - Summary Reports submitted by FMS to CMS.

6.4 - Port Visit Reports submitted by FMS to CMS.

6.5 - E-mail notification from Program Manager identifying Emerging Contingencies

6.6 - Validated Navy Lessons Learned Reports submitted to FMS by Fleet users

6.7 - Validated Summary Reports submitted to FMS by Fleet users

6.8 - Validated Port Visit Reports submitted to FMS by Fleet users

6.9 - NLLS Portal & Lesson Management Guide and Standard Operation Procedures (SOP) reports.

6.10 - NLLS system training, when required, will be scheduled by directives from the Program Manager (PM).

6.11 - Requirement for Emergency updates will be established by directives from the Program Manager (PM).

6.12 - Users reported system anomalies and/or recommended system enhancements.

6.13 - Schedule for Annual Meeting will be provided by the Program Manager.

7.0 QUALITY SURVEILLANCE AND PERFORMANCE STANDARDS

The government will conduct quality surveillance via various methods including formal and informal meetings, review of analytical 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 the individual task paragraphs. Responsiveness will be evaluated based upon the government's experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage the negotiated costs.

C16S COST AND PERFORMANCE REPORTING (MAR 2010)

(a) 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 to comply with the requirement of CDRL A001. The contractor shall use DI-MGMT-80227 (Contractor's Progress Status, and Management Report) and DI-FNCL-80331 (Funds and Man-Hour Expenditure Report) as guides to provide a consolidate monthly progress, status, and Financial report in contractor's format. Paper submittal of the data is permitted for the first 60 days of performance. Address paper submittals to the Task Order Manager identified in the task order.

(2) Scope and Content.

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

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

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reporting period.

(3) Submission and Approval.

(i) Submit report at least once per month beginning 30 days after task order award.

(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 NWDC Code N561.

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

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

(2) Content.

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

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

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

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

(v) Report all trips and significant results.

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

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

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

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

(3) Submission and Approval.

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

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

(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 NWDC Code N561.

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

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

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the Task Order Ordering Officer.

C24S SECURITY REQUIREMENTS (OCT 2004)

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

C25SX 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 Warfare Development Command, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the Naval War College Security Office. Compliance with SECNAV M-5510.30, Section 9-20, FACILITY ACCESS DETERMINATION (FAD) PROGRAM is specifically required. Badges shall be issued only after completion of SF85P available at: <http://www.opm.gov/forms/index.asp>

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

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

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

(b) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, Navy Warfare Development Command, Newport, to be contrary to the public interest or inconsistent with the best interests of national security.

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

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

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

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

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

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

C54S UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA AUG 1994) (APR 2010)

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If, during the performance of this task order, the contractor believes that the task order 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.

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SECTION D PACKAGING AND MARKING

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

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

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

ORDER NUMBER: (from Task Order Block 2)

REQUISITION NUMBER: (from Task Order General Information Section)

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

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

Navy Warfare Development Command

Contract, Order, and ELIN Numbers

Report Title

Date of Report

Contractor Name (division which generated the report)

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

Contractor's Business Address

Task Order Dollar Amount

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

D24S PROHIBITED PACKING MATERIALS (JUN 2004)

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

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SECTION E INSPECTION AND ACCEPTANCE

E14S INSPECTION AND ACCEPTANCE OF SERVICES (AUG 2005)

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

1100	9/29/2006 - 9/28/2007
1101	9/29/2007 - 9/28/2008
1102	9/29/2008 - 4/5/2010
3100	9/29/2006 - 9/30/2007
3101	9/29/2007 - 9/28/2008
3102	9/29/2008 - 4/4/2010
4101	4/5/2010 - 4/4/2011
4102	4/5/2011 - 9/28/2011
6101	4/5/2010 - 4/4/2011
6102	4/5/2011 - 9/28/2011

F1S PERIOD OF PERFORMANCE (JUN 2010)

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

Item.	Period of Performance
Base	9/29/2006 – 9/28/2007
Option 1	9/29/2007 – 9/28/2008
Option 2	9/29/2008 – 4/4/2010
Option 4	4/5/2010 – 4/4/2011
Option 5	4/5/2011 – 9/28/2011

Note - There is no longer an Option 3. Option 3 was combined with Option 2 on Modification 7.

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

F18S DELIVERY AT DESTINATION (JUN 2004)

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

Supply Officer

Navy Warfare Development Command

686 Cushing Rd

Newport, RI 02841-1207

F22S DELIVERY OF DATA (JUN 2004)

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

F30S PLACE OF PERFORMANCE (APR 2005)

Work will be performed at the Navy Warfare Development Command or other locations, as required by the statement of work.

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SECTION G CONTRACT ADMINISTRATION DATA

G1SX SUBMISSION OF INVOICES -- COST REIMBURSEMENT (AUG 2005)

The Contractor shall submit invoices and any necessary supporting documentation, in accordance with the basic contract.

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (SEP 2010)

(a) Functions: The Procuring Contracting Officer (PCO) for this contract is identified on the basic contract. Only the PCO can change the basic contract, and the PCO maintains primacy over the contract and all its task orders. The Task Order Ordering Officer of this Task Order is a warranted Ordering Officer of the Naval Undersea Warfare Center Division Newport. Unless otherwise noted, all references to "Ordering Officer" or "OO" in the text of this task order and the basic contract refer to the Task Order Ordering Officer. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Task Order Ordering Officer at any time.

(b) Authority: The Task Order Ordering Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Task Order Ordering Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Task Order Ordering Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

(c) The Task Order Ordering Officer is:

Name: Elizabeth Alexander
Commercial Phone: 401-832-3230; DSN: 432-3230
Commercial Fax: 401-832-4820; DSN: 432-4820
Email: elizabeth.alexander@navy.mil

(d) The Task Order Negotiator is:

Name: Joan Purcell
Commercial Phone: 401-832-1751; DSN: 432-1751
Commercial Fax: 401-832-4820; DSN: 432-4820
Email: joan.purcell@navy.mil

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

Name: David J. Rego
Commercial Phone: 401-832-1766; DSN: 432-1766
Commercial Fax: 401-832-4820; DSN: 432-4820
Email: david.rego@navy.mil

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(JUN 2010)

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

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

(3) Conduct post-award orientation conferences.

(40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical

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performance in the areas of design, development, and production.

(44) Perform engineering analyses of contractor cost proposals.

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

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

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

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

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

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

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

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

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

Name: William Marshall

Title: Senior Technical Representative & Program Manager, Navy Lessons Learned Program

Mailing Address: 1530 Gilbert St. N-26, Ste 2128, Norfolk, VA 23511

E-mail Address: william.e.marshall.ctr@navy.mil

Telephone: (757) 322-2921

G17S COR APPOINTMENT (JUN 2010)

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

Name: Frank Sailes

Code: N561

Mailing Address: Navy Warfare Development Command, 686 Cushing Road, Building: SIMS Hall, Rm. W127; Newport, RI 02841

Telephone: Commercial(401)- 841-1365; DSN 432-1635

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

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

Name: TBD

Code:

Mailing Address: Street, Building: Room: , Newport, RI 02841

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Telephone: Commercial (401)- DSN 432-

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

Accounting Data

SLINID	PR Number	Amount
110001	N68948-06RC-73035	1541511.00
LLA :		
A1 1761804 60CA 252 68948 068892 2D C73035 6894867376NQ		
Document No. N684806RC73035, Ref No. NC 2168-1,		
SPONSOR ACRN AA		
310001	N68948-06RC-73036	170000.00
LLA :		
A2 1761804 60CA 252 68948 068892 2D C73036 6894867376NQ		
Document No. N6894806RC73036, Ref No. NC 2168-1,		
SPONSOR ACRN AA		

BASE Funding 1711511.00
Cumulative Funding 1711511.00

MOD 04

110101	N68948-07RC-7L004	1768907.00
LLA :		
A3 1771804 60CA 252 68948 068892 2D C7L004 6894877L7LNQ		
Document No. N6894807RC7L004, Ref No. NC 2168-1,		
SPONSOR ACRN AA ITEM 001		
310101	N68948-07RC-7L004	183086.00
LLA :		
A4 1771804 60CA 252 68948 068892 2D C7L004 6894877L7LNQ		
Document No. N6894807RC7L004, Ref No. NC 2168-1,		
SPONSOR ACRN AA ITEM 002		

MOD 04 Funding 1951993.00
Cumulative Funding 3663504.00

MOD 05

110201	N66604-8266-3945	460000.00
LLA :		
A5 1781804 60CA 252 68948 068892 2D C7L005 6894887L7LNQ		
Document No. N6894808RC7L005, Sponsor ACRN AA,		
Job Order I680478		
310201	N66604-8266-3947	40000.00
LLA :		
A5 1781804 60CA 252 68948 068892 2D C7L005 6894887L7LNQ		
Document No. N6894808RC7L005, Sponsor ACRN AA,		
Job Order I680478		

MOD 05 Funding 500000.00
Cumulative Funding 4163504.00

MOD 06

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110202 N66604-9012-3303 440000.00
 LLA :
 A6 1791804 60CA 252 68948 068892 2D C7L001 6894897L760Q
 Document No. N6894809RC7L001, Sponsor ACRN AA
 Job Order I689129

310202 N66604-9012-3304 5000.00
 LLA :
 A6 1791804 60CA 252 68948 068892 2D C7L001 6894897L760Q
 Document No. N6894809RC7L001, Sponsor ACRN AA
 Job Order I689129

MOD 06 Funding 445000.00
 Cumulative Funding 4608504.00

MOD 08

110203 N66604-9082-7034 1730125.00
 LLA :
 A6 1791804.60CA 252 68948 068892 2D C7L001 6894897L760Q
 Standard Number: 0201190
 Reference: RCP# N6894809RC7L001, ACRN AA (I680129)

310203 N66604-9092-9069 98800.00
 LLA :
 A6 1791804.60CA 252 68948 068892 2D C7L001 6894897L760Q
 Standard Number: 0201190
 Reference: RCP# N6894809RC7L001, ACRN AA (I680129)

MOD 08 Funding 1828925.00
 Cumulative Funding 6437429.00

MOD 09

410101 N66604-0077-2661 1050000.00
 LLA :
 A7 1701804.60CA 252 68948 068892 2D C7L001 6894807L760Q
 Standard Number: 0263675
 Reference: RCP# N6894810RC7L001, ACRN AA (I680050)

610101 N66604-0077-2662 50000.00
 LLA :
 A7 1701804.60CA 252 68948 068892 2D C7L001 6894807L760Q
 Standard Number: 0263767
 Reference: RCP# N6894810RC7L001, ACRN AA (I680050)

MOD 09 Funding 1100000.00
 Cumulative Funding 7537429.00

MOD 10

410102 N66604-0173-5641 332000.00
 LLA :
 A7 1701804.60CA 252 68948 068892 2D C7L001 6894807L760Q
 Standard Number: 0281875
 AA N6894810RC7L001 I680050

MOD 10 Funding 332000.00
 Cumulative Funding 7869429.00

MOD 11

410103 N66604-0264-2282 515000.00
 LLA :
 A7 1701804.60CA 252 68948 068892 2D C7L001 6894807L760Q
 Standard Number: 0302580

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Reference: RCP# N6894810RC7L001, ACRN AA (I680050)

610102 N66604-0264-2283 10000.00
 LLA :
 A7 1701804.60CA 252 68948 068892 2D C7L001 6894807L760Q
 Standard Number: 0302580
 Reference: RCP# N6894810RC7L001, ACRN AA (I680050)

MOD 11 Funding 525000.00
 Cumulative Funding 8394429.00

MOD 12 Funding 0.00
 Cumulative Funding 8394429.00

MOD 13

410201 N66604-1076-0143 500000.00
 LLA :
 A8 1711804 60CA 252 68948 068892 2D C7L003 6894817L760Q
 Standard Number: 0336685
 RCP# N6894811RC7L003, ACRN AA (I680061)

610201 N66604-1076-0144 20000.00
 LLA :
 A8 1711804 60CA 252 68948 068892 2D C7L003 6894817L760Q
 Standard Number: 0336685
 RCP# N6894811RC7L003, ACRN AA (I680061)

MOD 13 Funding 520000.00
 Cumulative Funding 8914429.00

MOD 14 Funding 0.00
 Cumulative Funding 8914429.00

MOD 15

410202 N66604-1133-0126 320000.00
 LLA :
 A8 1711804.60CA 252 68948 068892 2D C7L003 6894817L760Q
 Standard Number: 0349277
 Reference: RCP# N6894811RC7L003, ACRN AA (I680061)

MOD 15 Funding 320000.00
 Cumulative Funding 9234429.00

MOD 16 Funding 0.00
 Cumulative Funding 9234429.00

MOD 17

110203 N66604-9082-7034 (420887.62)
 LLA :
 A6 1791804.60CA 252 68948 068892 2D C7L001 6894897L760Q
 Standard Number: 0201190
 Reference: RCP# N6894809RC7L001, ACRN AA (I680129)

310203 N66604-9092-9069 (9669.44)
 LLA :
 A6 1791804.60CA 252 68948 068892 2D C7L001 6894897L760Q
 Standard Number: 0201190
 Reference: RCP# N6894809RC7L001, ACRN AA (I680129)

410102 N66604-0173-5641 (52119.96)
 LLA :
 A7 1701804.60CA 252 68948 068892 2D C7L001 6894807L760Q
 Standard Number: 0281875

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AA N6894810RC7L001 I680050

610101 N66604-0077-2662 (26815.29)

LLA :

A7 1701804.60CA 252 68948 068892 2D C7L001 6894807L760Q

Standard Number: 0263767

Reference: RCP# N6894810RC7L001, ACRN AA (I680050)

MOD 17 Funding -509492.31

Cumulative Funding 8724936.69

MOD 18

110203 N66604-9082-7034 (38917.47)

LLA :

A6 1791804.60CA 252 68948 068892 2D C7L001 6894897L760Q

Standard Number: 0201190

Reference: RCP# N6894809RC7L001, ACRN AA (I680129)

310203 N66604-9092-9069 (1362.54)

LLA :

A6 1791804.60CA 252 68948 068892 2D C7L001 6894897L760Q

Standard Number: 0201190

Reference: RCP# N6894809RC7L001, ACRN AA (I680129)

410102 N66604-0173-5641 (47153.60)

LLA :

A7 1701804.60CA 252 68948 068892 2D C7L001 6894807L760Q

Standard Number: 0281875

AA N6894810RC7L001 I680050

MOD 18 Funding -87433.61

Cumulative Funding 8637503.08

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

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

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

H31S INCREMENTAL FUNDING - ADDITIONAL FUNDS (JAN 2008)

The total funding obligated for performance remains unchanged at **\$8,542,099.01**. The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this order.

NUWC Accrual Date: N/A

H40S KEY PERSONNEL (FEB 2007)

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

NAMES	CATEGORY
W. MARSHALL	PROGRAM/PROJECT MANAGER II
J. SMITH III	OPERATIONS ANALYST II
W. GILLESPIE	OPERATIONS ANALYST II
W. BRACKIN	OPERATIONS ANALYST II
J. FITZWILLIAM	OPERATIONS ANALYST II
G. GOLDEN	OPERATIONS ANALYST II
A. MCELHANEY	OPERATIONS ANALYST II
R. HUBER	OPERATIONS ANALYST II
D. S. BOUGH	OPERATIONS ANALYST II
F. ARMSTRONG	OPERATIONS ANALYST II
M. SMITH	OPERATIONS ANALYST II

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.

<u>SUBCONTRACTOR</u>	<u>HOURS</u>
CAMBER	20,000
LOCKHEED MARTIN	20,000

H61S GOVERNMENT FURNISHED PROPERTY (GFP) (FEB 2005)

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

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in the attached, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following location: See Attachment #3.

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

H81S TRAVEL COSTS AND RESPONSIBILITIES (JUL 2008)

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

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

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

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SECTION I CONTRACT CLAUSES

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

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

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

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

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

52.222-54 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 E-Verify at time of contract award, the Contractor shall—

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

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United

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States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

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

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

(i) *All new employees.*

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

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

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

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

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

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

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

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

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

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

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

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

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

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

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

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

(1) *Is for*—

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

(ii) Construction;

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

(3) Includes work performed in the United States.

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

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SECTION J LIST OF ATTACHMENTS

Exhibit "A" - DD 1423, Contract Data Requirements List

Attachment #5 - JA4S, Task Order Administration Plan

Attachment #1 - NLLS Knowledge Management Process Figure

Attachment #2 - DD 254, Contract Security Classification Specification

Attachment #3 - Government Furnished Property

Attachment #4 - Travel Estimate