

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|--|----------------------------------|---|---------------------|---|
| | | | | J | 1 6 |
| 2. AMENDMENT/MODIFICATION NO. 0001 | | 3. EFFECTIVE DATE 24-Aug-2012 | 4. REQUISITION/PURCHASE REQ. NO. | | 5. PROJECT NO.(If applicable) |
| 6. ISSUED BY NSWCDD ATTN: CXS12-9/C. THOMAS CANDICE.THOMAS@NAVY.MIL 17632 DAHLGREN ROAD STE 157 DAHLGREN VA 22448-5110 | | CODE N00178 | 7. ADMINISTERED BY (If other than item 6) See Item 6 | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) | | | | X | 9A. AMENDMENT OF SOLICITATION NO. N00178-12-R-2001 |
| | | | | X | 9B. DATED (SEE ITEM 11) 16-Aug-2012 |
| | | | | | 10A. MOD. OF CONTRACT/ORDER NO. |
| | | | | | 10B. DATED (SEE ITEM 13) |
| CODE | | FACILITY CODE | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. <p>Offer 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 <u>1</u> copies 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 ACKNOWLEDGMENT 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.</p> | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | | |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). | | | | | |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office. | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) This amendment is issued to answer questions, correct Exhibit F, and add 2 clauses and delete 2 clauses. | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | | |
| | | | TEL: _____ EMAIL: _____ | | |
| 15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign) | | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer) | | 16C. DATE SIGNED 24-Aug-2012 |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The following have been added by full text:

QUESTIONS AND ANSWERS

Question 1: For purposes of pricing the options with common exercise dates, can we assume that these options will be exercised on that same date? For example options for DDG-56, DDG-72 and DDG-77 all have exercise dates of NLT 30 March 2013. Should we assume all 3 options will be exercised at the same time? This will significantly impact pricing depending whether 1, 2 or all 3 options are to be priced individually or as a set. Please advise if each option should be stand-alone priced. Also, the option exercise dates are listed as "NLT" or not-later-than. Is there a time limitation as to how far in advance of the "NLT" date that an option can be exercised?

Answer 1: Options with common exercise dates may not be exercised at the same time. Therefore, each option should be stand-alone priced. There is no limitation as to how far in advance of the "NLT" dates listed that options can be exercised.

Question 2: Is the part number for ITEM F003 ACO in EXHIBIT F incorrect? Should it be 69000-501-11?

Answer 2: The referenced part is a typographical error. It should be 69000-501-11. See Revised Exhibit F attached to this Amendment.

Question 3: For the GEDMS IOU Flex Cables called out in EXHIBITS E, J, M and N, is only one set of flex cables or both sets in each EXHIBIT to be supplied?

Answer 3: In Exhibit J the requirement is 1 set each of items 37 and 37A. In Exhibits E, M and N the requirement is 2 sets each of items 37 and 37A.

Question 4: For CLINS 22 (DDG 114), 27 (DDG 115), and 33 (DDG 116) the RFP identifies 29 IOUs for each CLIN. Should the quantity be 28 IOUs per CLIN which is similar to the Backfit IOU CLIN quantities?

Answer 4: No. The correct quantity is 29.

Question 5: Is it 15 business days or 15 calendar days that we have to submit questions?

Answer 5: 15 calendar days.

Question 6: CLIN 71 of the solicitation identifies the Ship as AEGIS HN. Should this be AEGIS HN-1 or AEGIS HN-2?

Answer 6: CLIN 71 is not specific to either HN-1 or HN-2.

Question 7: The solicitation posted on FBO still says "Contract award will be approximately 4 September 2012". Please advise of the new anticipated award date.

Answer 7: The new anticipated award date is 30 October 2012.

Question 8: The current solicitation specifies only item "8501 (3M)" for the "PORTABLE ESD WORK SURFACE". Previous solicitations specified "FS242 (Static Tech) or 8501 (3M) or Equivalent". Does the government only want item "8501 (3M)" as the "PORTABLE ESD WORK SURFACE" for this solicitation or can an equivalent "PORTABLE ESD WORK SURFACE" be chosen?

Answer 8: The specification of 8501 (3M) is correct.

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

FAR 52.204-99 (DEVIATION)

System for Award Management Registration (August 2012)(DEVIATION)

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

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

- (1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the SAM database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;
- (2) The Contractor's CAGE code is in the SAM database; and
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b)(1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location. (viii) Chief executive officer/key manager. (ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-

(A) Change the name in the SAM database;

and

(B) Comply with the requirements of subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

52.232-99

PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION 2012-00014) (August 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

The following have been deleted:

52.204-7 Central Contractor Registration
252.204-7004 Alt A Central Contractor Registration Alternate A

FEB 2012
SEP 2007

(End of Summary of Changes)