

2. AMENDMENT/MODIFICATION NO. 15	3. EFFECTIVE DATE 30-Jan-2014	4. REQUISITION/PURCHASE REQ. NO. 1300399840	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N65540	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

NSWC, CARDEROCK DIVISION, PHILADELPHIA
 NAVSSES
 Philadelphia PA 19112-1403
 stephen.noethen@navy.mil 215-897-1230

DCMA Manassas
 10500 BATTLEVIEW PARKWAY, SUITE 200
 MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Zimmerman Associates, Inc. dba ZAI 9302 Lee Highway, Suite 600 Fairfax VA 22031-1214		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4666-EHP1 10B. DATED (SEE ITEM 13) 07-Aug-2012
CAGE CODE 5P182 FACILITY CODE	[X]	

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) IAW FAR 52.232-22 LIMITATION OF FUNDS

E. IMPORTANT: Contractor is not, 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.)
 SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jane M DeMatto, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Jane M DeMatto (Signature of Contracting Officer)	30-Jan-2014

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GENERAL INFORMATION

1. Additional funding in the amount of \$30,000.00 is hereby obligated under this order. As a result, the total amount of funding obligated and available for payment under this order is \$6,079,716.00. It is estimated that the funding obligated under this order will cover the cost of performance through 31 March 2014. In accordance with contract clause 52.232-22, the Government is not obligated to reimburse the contractor for any costs incurred in excess of \$6,079,716.00 unless additional funds are obligated and made available under this order in a subsequent modification. All other terms and conditions remain unchanged. The remaining unfunded balance is \$35,893.55.

2. **Contractor is hereby notified that starting work without a valid Task Instruction signed by the contracting officer is unauthorized.**

3. Section G Clause entitled "SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)" has been revised to read as follows:

ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	PERIOD OF PERFORMANCE
4000	\$1,723,926.46	\$118,950.93	Date of Award to 365 days After Award
4100	\$1,774,731.81	\$122,456.49	366 days ADC to 730 days after award
4200	\$1,796,518.51	\$123,959.80	731 days ADC to 1,095 days after award
6000	\$107,500.00	N/A	Date of Award to 365 days After Award
6100	\$107,500.00	N/A	366 days ADC to 730 days after award
6200	\$204,172.00	N/A	731 days ADC to 1,095 days after award

4. The total amount of funds obligated to the task is hereby increased from \$6,049,716.00 by \$30,000.00 to \$6,079,716.00.

5. Sections B & G have been revised to read as follows:

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
420017	O&MN,N	0.00	7,000.00	7,000.00
620010	O&MN,N	0.00	23,000.00	23,000.00

6. The total value of the order is hereby increased from \$6,115,609.55 by \$0.00 to \$6,115,609.55.

7. The Line of Accounting information is hereby changed as follows:

MOD 15

420017 130039984000001 7000.00

LLA :

AY 1741804 70BA 257 00070 R 045924 2D CK9835 0007049835KP

Standard Number: N0007014RCK9835/AA

TI# 14-01

10 U.S.C. 2410(a) invoked. Funding available for performance through 28 Jan 2015.

620010 130039984000002 23000.00

LLA :

AY 1741804 70BA 257 00070 R 045924 2D CK9835 0007049835KP

Standard Number: N0007014RCK9835/AA

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TI# 14-01

10 U.S.C. 2410(a) invoked. Funding available for performance through 28 Jan 2015.

MOD 15 Funding 30000.00

Cumulative Funding 6079716.00

8. The end of task order performance remains unchanged.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	---	-----	----	----	-----	-----	-----
4000	R425	Base Period - Submarine Program Engineering, Technical, Logistics and Program Management Support. (Fund Type - TBD)	1.0	LO	\$1,723,926.46	\$118,950.93	\$1,842,877.39
400001	R425	Funding to Support TI-02 - \$50,000.00 (Fund Type - OTHER)					
400002	R425	Funding to Support TI-01 - \$60,000.00 (O&MN,N)					
400003	R425	Funding to Support TI-07 - \$130,000.00 (RDT&E)					
400004	R425	Funding to Support TI-03 - \$694,300.00 (O&MN,N)					
400005	R425	Funding to Support TI-04 - \$749,000.00 (O&MN,N)					
400006	R425	Funding to Support TI-05 - \$159,577.39 (O&MN,N)					
4100	R425	Option 1 - Submarine Program Engineering, Technical, Logistics and Program Management Support. (Fund	1.0	LO	\$1,774,731.81	\$122,456.49	\$1,897,188.30

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Type - TBD)

410001	R425	Funding to in the amount of \$740,422.61 in support TI-05 (O&MN,N)				
410002	R425	Funding to in the amount of \$182,000.00 in support TI-06. (RDT&E)				
410003	R425	Funding to in the amount of \$450,000.00 in support TI-11. (O&MN,N)				
410004	R425	Funding to in the amount of \$220,000.00 in support TI-10. (O&MN,N)				
410005	R425	Funding to in the amount of \$40,000.00 in support TI-7 REV 1. (RDT&E)				
410006	R425	Funding to in the amount of \$86,000.00 in support TI-3 REV 0. (O&MN,N)				
410007	R425	Funding to in the amount of \$178,765.69.00 in support TI-10 REV 0. (O&MN,N)				
4200	R425	Option 2 - Submarine Program Engineering, Technical, Logistics and Program Management Support. (Fund Type - TBD)	1.0 LO	\$1,826,982.10	\$126,061.76	\$1,953,043.86
420001	R425	Funding to support TI-10 LABOR in the amount of				

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\$370,529.31.00
(O&MN,N)

- 420002 R425 Funding to
support TI-11
LABOR in the
amount of
\$220,386.00
(O&MN,N)
- 420003 R425 Funding to
support TI-11
LABOR in the
amount of \$10,000
(O&MN,N)
- 420004 R425 Funding to
support TI-4.01
LABOR in the
amount of
\$144,095.00
(O&MN,N)
- 420005 R425 Funding to
support TI-12
LABOR in the
amount of
\$227,228.00 (FMS)
- 420006 R425 Funding to
support TI-02-01
LABOR in the
amount of
\$227,228.00
(O&MN,N)
- 420007 R425 Funding to
support TI-06-01
LABOR in the
amount of
\$63,768.00
(O&MN,N)
- 420008 R425 Funding to
support TI-2
LABOR in the
amount of
\$84,000.00
(O&MN,N)
- 420009 R425 Funding to
support TI-7A
LABOR in the
amount of
\$60,000.00 (SCN)
- 420010 R425 Funding to
support TI-7B

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LABOR in the
amount of
\$60,000.00 (SCN)

420011 R425 Funding to
support TI-8
LABOR in the
amount of
\$80,000.00
(RDT&E)

420012 R425 Funding to
support TI-14
LABOR in the
amount of
\$15,240.00
(O&MN,N)

420013 R425 Funding to
support TI-13
LABOR in the
amount of
\$110,000.00 (OPN)

420014 R425 Funding to
support TI-13
LABOR in the
amount of
\$112,000.00 (OPN)

420015 R425 Funding to
support TI-6
LABOR in the
amount of
\$190,000.00
(O&MN,N)

420016 R425 Funding to
support TI-7
LABOR in the
amount of
\$20,000.00
(RDT&E)

420017 R425 Funding to
support TI-14-01
LABOR in the
amount of
\$7,000.00
(O&MN,N)

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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6000	R425	Funding for OCD's	1.0	LO	\$107,500.00

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to support Clin
4000. (Fund Type
- TBD)

600001 R425 ODC funding to
support CLIN 4000
- TI-02 \$9,100.00
(Fund Type -
OTHER)

600002 R425 ODC funding to
support CLIN 4000
- TI-01
\$10,000.00
(O&MN,N)

600003 R425 ODC funding to
support CLIN 4000
- TI-07
\$20,000.00
(RDT&E)

600004 R425 ODC funding to
support CLIN 4000
- TI-03
\$58,700.00
(O&MN,N)

600005 R425 ODC funding to
support CLIN 4000
- TI-04 \$9,700.00
(O&MN,N)

6100 R425 Funding for ODC's 1.0 LO \$107,500.00
to support CLIN
4100. (Fund Type
- TBD)

610001 R425 Funding to
support TI-04
ODC's in the
amount of
\$41,300.00.
(O&MN,N)

610002 R425 Funding to
support TI-05
ODC's in the
amount of
\$47,000.00.
(O&MN,N)

610003 R425 Funding to
support TI-05
ODC's in the
amount of
\$18,000.00.
(RDT&E)

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610004 R425 Funding to support TI-11 ODC's in the amount of \$1,200.00. (O&MN,N)

6200 R425 Funding for ODC's to support CLIN 4200. (Fund Type - TBD) 1.0 LO \$207,500.00

620001 R425 Funding to support TI-05 ODC's in the amount of \$48,800.00. (O&MN,N)

620002 R425 Funding to support TI-10 ODC's in the amount of \$32,757.00. (O&MN,N)

620003 R425 Funding to support TI-7 REV1 ODC's in the amount of \$4,000.00 (RDT&E)

620004 R425 Funding to support TI-10 ODC's in the amount of \$21,943.00 (O&MN,N)

620005 R425 Funding to support TI-12 ODC's in the amount of \$11,172.00 (FMS)

620006 R425 Funding to support TI-2 ODC's in the amount of \$6,000.00 (SCN)

620007 R425 Funding to support TI-14 ODC's in the amount of \$43,500.00 (SCN)

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620008 R425 Funding to support TI-13 ODC's in the amount of \$3,000.00 (WCF)

620009 R425 Funding to support TI-6 ODC's in the amount of \$10,000.00 (O&MN,N)

620010 R425 Funding to support TI-14-01 ODC's in the amount of \$23,000.00 (O&MN,N)

LEVEL OF EFFORT - The level of effort for the performance of this contract is based upon an anticipated total estimated level of effort of 90,522 man-hours of direct labor. The estimated composition of the 90,522 man-hours of direct labor can be found in the chart below:

Labor Categories	Labor Hours			
	Base	Option 1	Option 2	Total
*Program Manager	564	564	564	1,692
*Corrosion Control Expert	564	564	564	1,692
*Sr. Engineer, Metallurgy	564	564	564	1,692
*Sr. Engineer, Fly-by-wire	564	564	564	1,692
*SR. Analysis, Alteration Plan	564	564	564	1,692
*Sr. Analysis, LAN Manager	564	564	564	1,692
*Sr. Engineer, Nuclear Elec	564	564	564	1,692
*Sr. Engineer, TEMPALT	1,128	1,128	1,128	3,384
*Financial Manager	1,128	1,128	1,128	3,384
*Courier	1,128	1,128	1,128	3,384
*Air System Cleaning Spec	1,128	1,128	1,128	3,384
*Cert. Vent System Insp	282	282	282	846
Jr. Engineer	2,256	2,256	2,256	6,768
Engineer	3,384	3,384	3,384	10,152
HVAC Cleaning Tech	1,128	1,128	1,128	3,384

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Engineering Tech	5,640	5,640	5,640	16,920
Jr. Engineer Tech	5,640	5,640	5,640	16,920
Logistician	3,384	3,384	3,384	10,152
Total	30,174	30,174	30,174	90,522

* Denotes Key Personnel Labor Categories

The total contract amount designated for ODC is \$300,000.00 for the base and two option periods.

Offerors shall propose based upon the labor categories and estimated hours provided as the level of effort. Offerors who propose other than the specified level of effort may be considered non-responsive.

NOTE 1: If fee is included in the pass through rate for subcontractor labor costs, the prime contractor is requested to identify what percentage of the pass through cost is considered fee in their cost proposal. The maximum labor pass through rate (which is inclusive of all costs derived by applying any indirect rate to subcontracting costs plus any prime contractor fee applied to subcontractor labor costs) shall not exceed 8% to the total proposed subcontracting costs.

PAYMENT OF FEE

(a) The Government shall make payments to the Contractor subject to and in accordance with the clause contained in the base IDIQ entitled "Fixed Fee" (FAR 52.216-8). Such payments shall be equal to the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of the base IDIQ entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7). Total fees paid to the contractor for performance of work under this task order shall not exceed the fee amount set forth in the task order.

(b) In the event of discontinuance of the work under this task order in accordance with the clause of the base IDIQ contract entitled "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the contractor under this task order, the contractor shall repay the excess amount of the Government. If the adjusted fee exceeds all payments made to the contractor under this task order, the Government shall be required to pay the contractor any amount in excess of the funds obligated under this task order at the time of the discontinuance of work.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C DESCRIPTIONS AND SPECIFICATIONS

SUBMARINE NON-NUCLEAR SYSTEMS STATEMENT OF WORK (SOW)

1.0 TITLE

In-service support of submarine systems under the cognizance of the Naval Surface Warfare Center Carderock Division, Ship Systems Engineering Station (NSWCCD-SSES), located in the Philadelphia Navy Shipyard, Philadelphia, PA.

2.0 BACKGROUND

NSWCCD-SSES, Philadelphia is the In-Service Engineering Agent (ISEA) responsible for assuring maintenance and operation of nonnuclear submarine systems. As the ISEA, NSWCCD must allow for reliable, efficient, safe operations of major Non-Nuclear systems and components under their cognizance. In this role, NSWCCD has been an integral part of the engineering and acquisition activities within the submarine community. NSWCCD requires program management, system engineering, and fleet integration support for this effort. It is the responsibility of NSWCCD to enhance current initiatives to assure timely and cost efficient execution of assigned requirements.

3.0 REQUIREMENTS

Upon the issuance of Technical Instructions (T.I.) to be issued by the Contracting Officer identified under this Seaport Task Order, the contractor shall provide support to NSWCCD and associated Naval activities as outlined here at the Component level, System level and Platform level. Specific areas of support will encompass the following types of tasking:

3.1 Engineering and Technical Support:

3.1.1 The Contractor shall provide Diesel Engine Support for NSWCCD to evaluate all data sources and determine the best course of action to insure reliable submarine diesel engine operation. Diesel Engine Casualty Report (CASREP), and Departure from Specifications (DFS) data shall be reviewed to trend problem areas with the diesel & diesel subsystems, display results on an MS EXCEL spreadsheet. The contractor shall review all available diesel engine inspector reports, display results on an MS EXCEL spreadsheet to allow for analysis and comparison to other data forms. Adequate and correct standard Navy logistic support shall be made available for diesel engine components. Training material shall be reviewed by the contractor to support diesel operators and technicians and recommend changes, if needed. The contractor shall draft Diesel Lessons Learned messages. Meetings involving NAVSEA engineers, fleet support personnel, and diesel engine inspectors will be arranged and supported to recommend Diesel improvements.

3.1.2 The contractor shall support Corrosion Control aboard submarines. Applying lessons learned to remainder of operating fleet as well as to Ohio Replacement program office will be

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required. The contractor shall review, as necessary, existing documentation and requirements with the goal of providing enhancement to current paint and cathodic protection systems. The contractor shall assist with issuing technical notices to the fleet regarding changes to Impressed Current Cathodic Protection (ICCP) set point changes. Included shall be the development of PMS for preservation, corrosion control, as well as ICCP data logging, K Maintenance Requirement Card (K MRC).

3.1.3 The contractor shall assist with the evaluation of current Fleet training requirements of hydraulic systems and propose changes to improve the existing course. The contractor shall also assist with developing design changes to the hydraulic operating system for submarine escape hatches.

3.1.4 The contractor shall assist with rewrite of the CO2 Scrubber Planned Maintenance System (PMS). Included shall be assistance with proposed test arrangements for the new design scrubber. OPEVAL for the new designed scrubber shall be supported, as required.

3.1.5 The contractor shall support Snorkels and Hatches. This shall include water-tight Hatches & Doors; tanks w/ Access Covers; Escape and Rescue Hatches; Snorkel Systems; and Air Induction/Diesel Exhaust (AIDE) valves. The contractor shall provide analysis of CASREP, 3M, DFS and other data to identify unfavorable cost and/or reliability trends. Reviews of training materials shall be provided to alleviate concerns of operators and technicians and recommend changes as needed. The contractor shall provide logistics analysis to ensure that equipment is properly supported within the supply system. The contractor shall review existing (or new) technical and maintenance documentation for accuracy and completeness. Assistance will be provided with issuing technical notices to the fleet required to disseminate urgent information and /or resolve emergent issues.

3.1.6 The contractor shall Support Inspection and Survey (INSURV) Damage Control Inspections. Assistance shall include participation in the development of a comprehensive Damage Control maintenance program and may include comprehensive training, as well as general training, for the crew.

3.1.7 The contractor shall perform program management support of Fleet electrical issues. Included shall be strategic planning, change and workforce management, and business process improvement to enhance submarine maintenance, operations and training.

3.1.8 TEMPALT support will be required to assist SUPSHIP and NAVSEA review developer's submittals of TEMPALT packages and OPALT packages. The contractor shall provide all necessary expertise in structural engineering, computer analysis, and stress calculations to properly recommend best solutions.

3.2 Courier Support:

The contractor shall support the Warfare Center Executive undersea (WCE-USE) Customer Advocate Group (CAG) with courier support on programs including the VIRGINIA Class Submarine Program, SSGN Program, OHIO Replacement Program, Submarine In-Service

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Engineering, Advanced Undersea Systems, and Advanced Submarine Technology. The objective of the tasking is to provide the WCE-USE CAG with program Management, information services support and documentation control support. The contractor shall be responsible for collecting Ship Design Products, which consist of technical specifications and engineering drawings and diagrams (work pages) from NAVSEA headquarters (PMS450, SEA05U3, PMS394, PMS397, PMS398, PMS392, PMS399, SEA073R etc.) and assisting NAVSEA in determining the appropriate NSWCCD engineer to provide technical review of each work package. The contractor shall maintain a database of these work packages in order to extract data from the database to track status of work packages and provide metrics as needed. The contractor shall be responsible for transmitting unclassified, For Official Use Only (FOUO), Not Releasable to Foreign Nationals (NOFORN), and classified work packages up to SECRET level in the most expeditious method available. The collection of comments from NSWCCD West Bethesda site and NAVSEA shall be included. Delivery is due by the next business day; therefore the most expeditious method could be, but not limited to, hand delivery or overnight approved mail delivery. The contractor shall be responsible for making multiple copies of large technical engineering drawings and diagrams within a short period of time (hours or a single day for delivery by the next business day. The NAVSEA database shall be updated and maintained to include new action items and commitments. The contractor shall attend program meetings and provide appropriate support, as needed. The contractor shall also distribute the NAVSEA database with new action items and commitments for document discussion. All Courier support shall be in accordance with the directives identified under the enclosed DD254 (Contractor Security Classification Specifications), for this Task Order.

3.3 Ductwork Cleaning:

In support of system maintenance and upgrades, ventilation ductwork cleaning may be required to enhance cooling of equipment within sonar/radio spaces and promote ductwork cleanliness adjacent to weapon system electronic components. The contractor shall assist with the planning, organizing and manning of ductwork cleaning via the dry-ice blasting method, using tiny dry-ice particles propelled by compressed air to remove contamination from surface areas. This dry-ice method shall convert the solid dry-ice to a harmless gas upon expansion that shall be properly vented from the submarine as part of the cleaning effort. The result will be a clean, dry, undamaged surface, with no secondary waste to clean up. After cleaning, the ductwork shall be free of production residues, release agents, contaminants, paints, oils and bio-films. The contractor shall provide daily reports (verbally), before and after photos, and pre- and post-cleaning reports to ensure that effective system cleaning has been performed. The contractor must be certified by the National Air Duct Cleaners Association (NADCA) for Heating, Ventilation, And Cooling (HVAC) System /Duct Cleaning and shall function under a mature and successful safety program. Prior to cleaning any ductwork, the portion of the system to be cleaned must be isolated and blocked off from other portions of the ventilation system. NADCA Standards, appropriate military specifications, and system operating procedures will be identified during Task Instruction (TI) development. This ductwork cleaning shall be performed with minimal interruptions to continued ventilation operations as possible and system impacts must be pre-approved by Navy maintenance personnel. Coil cleaning shall conform to

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NADCA's Assessment, Cleaning and Restoration (ACR) 2006. Tasking will include travel to the installation activity, at various locations, to support the ductwork cleaning aboard Submarines as needed. This cleaning effort will require a clearance for on-site ductwork cleaning personnel and will require working knowledge of submarine ventilation systems.

3.4 OHIO Replacement Program Support:

The contractor shall provide programmatic support regarding the OHIO Class Replacement Program. This tasking shall include the development of program documentation and the attainment of program milestones. The contractor shall assess Research and Development (R&D) opportunities and recommend candidates for inclusion into the OHIO Class Shipbuilding Specification and Contract Guidance Drawings. Monitoring of US responsible design areas and the US TRIDENT Program to assist the US TRIDENT Program Manager in planning and execution of the US TRIDENT Program shall be provided. Potential technical and programmatic problems, lessons learned, and identified common program and hardware design changes will be identified with recommendations for implementation. Hull, Mechanical and Electrical (HM&E) and Combat System technical risk areas and optimizing hardware selection will be researched. The contractor shall recommend hardware selection under demanding economic constraints and changing mission requirements. Performance of strategic program planning, requirements analysis for Hull, Mechanical and Electrical (HM&E) and Combat Systems is to be included. The contractor shall provide engineering and technical support related to quality (SUBSAFE)/ Level I, and Fly-by-wire issues associated with equipment/component material. Resolution of cost, safety, reliability and maintainability and impact on design, production and procurement schedules will be provided by the contractor. The contractor shall assist with the production aspects of the ship acquisition process from initial construction through the Post Shakedown Availability (PSA) including life-cycle modernization. Recommended resolution of Departures from Specifications shall be given. Fly-By-Wire expertise shall be made available to support lessons learned from SEAWOLF and VIRGNIA Classes. The contractor shall also support Fly-By-Wire requirements for the Class Specifications.

3.5 Fleet Support:

The contractor shall provide support to determine the best course of action to insure reliable, efficient and safe operation of submarines, systems and components under the cognizance of NSWCCD. The contractor shall assist with timely responses to C/3C4 Casualty Summary Report (CASREPS) The contractor shall coordinate, plan and implement projects for submarine maintenance and eliminate where possible and/or validate the scope and frequency of submarine maintenance requirements. Assistance in the planning, implementation, prioritization and introduction of projects for submarine systems and facilities is to be provided. Coordinate reviews between Program Offices, Technical Codes of waivers, deviations, DFS's or issues affecting multiple ships or classes or ships and include a tracking system that ensures all is getting the right priority. Fleet operations shall be enhanced with the facilitation of project missions, goals, tasks, and resource requirements. Technicians and engineers are to be provided to support Submarine Force Atlantic (SUBFORANT) and Submarine Force Pacific (SUBPAC) on Pre-Deployment Shakedown Cruises and Inspection and Survey (INSURV) Audits. The

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contractor shall develop metrics to monitor projects or area progress; and suggest corrective action, if necessary. The resolution of issues within and between departments, projects or functional areas shall be tracked by the contractor. The contractor shall manage project budgets and provide reports, as required. Experts shall be provided by the contractor to mentor Fleet civilian personnel, provide counseling and track their professional growth. Engineering analysis will be required of the contractor to address specific fleet issues. The contractor will also interface with, and sometimes act as liaison for, various Navy activities for issues impacting the Fleet. The contractor will attend various NAVSEA/Fleet conferences in support of NSWCCD and the fleet, often as the subject matter expert. The contractor must assist in the control and effectively integrate activities and concerns of an extensive network of program participants including OPNAV, NAVSEA08, Fleet commands worldwide, System Command (SYSCOM) engineering offices, design and in-service engineering agents, Navy field activities, planning yards, shipyards, Submarine Maintenance Engineering, Planning and Procurement Activity (SUBMEPP), and shore based maintenance support facilities. The contractor will be the NAVSEA on-site representative for Commander, Submarine Force, US Pacific Fleet (COMSUBPAC).

4.0 TRAVEL

The primary place of performance will be at the contractor's facility. The contractor shall also be available for work/meetings at NSWCCD West Bethesda, NAVSEA Headquarters, submarine homeports and bases, Naval Shipyards, training facilities, and other naval activities. Proposed Travel requirements shall be identified under a specific T.I. issued either by the designated COR / Contracting Officer. The Program Manager will give notification of the dates of these meetings at least two (2) days prior to each required travel.

5.0 DELIVERABLES

Report Name	Submission Date
<u>Monthly Status Report, to include:</u>	10 Business Days after the
1. Cost Performance – Planned vs. Actual Burn Rates per Task	Close of the Month
2. Technical Performance – Quality of performance by each individual task performed or being performed	
3. Schedule Performance – All action items with the corresponding status and estimated close-out date	
4. Management – Subcontracting metrics / staffing status	
Meeting Agenda/Minutes/Reports	As Required by T.I.
Technical Reports	As Required by T.I.
Receipts for Classified Documents Received	As Incurred by T.I.
Briefings and White Papers	As Required by T.I.
Ductwork Post-Cleaning Report	30 Days after Cleaning

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Action Item Status Reports	As Required by T.I.
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6.0 ADDITIONAL REQUIREMENTS

ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, joint venture, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to formation covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO

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AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer database with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

7.0 SECURITY

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Contractor personnel must have a security clearance at the SECRET level and any classified reports generated shall be classified up to and including SECRET level in accordance with DD Form 254 "Contractor Security Classification Specifications." The Contractor Security Officer shall ensure that only appropriately cleared personnel or authorized carriers transmit, transport, escort, or hand carry classified information. The means selected should minimize the risk of a loss or compromise while permitting the use of the most cost-effective mode of conveyance.

7.1 SECRET

Transmit or transport U.S. Secret information only by:

7.1.1 U.S. Postal Service (USPS) registered mail within and between the U.S. and its territories;

7.1.2 USPS registered mail addressed to U.S. Government agencies through U.S. Army, Navy, Marine Corps, or Air Force Postal Service facilities outside the U.S. and its territories;

7.1.3 USPS Express Mail sent between U.S. Government activities and cleared DoD contractors within and between the U.S. and its territories.

USPS Express Mail Service is strictly controlled in the DON and the official command mail control officer shall approve each use. The "Waiver of Signature and Indemnity" block on the USPS Express Mail Label 11-B shall not be executed under any circumstances. The use of external (street-side) Express Mail collection boxes is prohibited;

7.1.4 The current holders of the General Services Administration (GSA) contracts for overnight domestic express delivery (see CNO (N90N2) web page at www.navysecurity.navy.mil for current listing). The sender shall verify the correct mailing address. The use of external (street-side) collection boxes is prohibited. These services are prohibited for weekend delivery. These carriers will not be used to transmit classified shipments to an air mobility command Aerial Port Of Embarkation (APOE) of onward channel shipment to OCONUS destinations. Classified Communication Security (COMSEC), NATO, and Foreign Government Information (FGI) shall not be transmitted in this manner;

7.2 CONFIDENTIAL

Transmit or transport U.S. Confidential information only by:

7.2.1 Any means approved for Secret information;

7.2.2 USPS registered mail to and from APO or FPO addressees located outside the U.S. and its territories, and when the originator is uncertain that the addressee's location is within U.S. boundaries;

7.2.3 USPS certified mail for information addressed to a cleared DoD contractor facility or non-DoD agencies;

7.2.4 USPS first class mail between DoD component locations anywhere in the U.S. and its territories. The outer envelope or wrapper shall be endorsed: "RETURN SERVICE

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REQUESTED";

7.3. SPECIAL TYPES OF CLASSIFIED AND CONTROLLED UNCLASSIFIED INFORMATION

7.3.1 Restricted Data (RD) and Formerly Restricted Data (FRD). Transmit or transport RD and FRD in the same manner as other classified information of the same security classification. OPNAVINSTC8126.1B (i) establishes the requirements for the transmission or transportation of nuclear information or components.

7.3.2 For Official Use Only (FOUO). Transport FOUO information via USPS first class mail, or standard mail for bulk shipments. Electronic transmission of FOUO information (voice, data, or facsimile) shall be by approved secure communications systems whenever practical. All means used shall preclude unauthorized public disclosure per DOD 5200.1-R.

7.3.3 Naval Nuclear Propulsion Information (NNPI) NOFORN. The policies and procedures for the transmission or transportation of NNPI, U-NNPI, and DOE UCNI are contained in NAVSEAINST5511.32C and OPNAVINST5570.2). Since there is foreign national access to the internet, U-NNPI may only be transmitted on the internet if the transmission is encrypted. The encryption standard for transmission of U-NNPI is Federal Information Processing Standards (FIPS) 140-2. (See the FIPS web page at www.csrc.nist.gov).

7.3.4 Sensitive but Unclassified (SBU). Transmit or transport DOS SBU information in the same manner as FOUO information.

8.0 PERSONNEL QUALIFICATIONS:

General Requirements –

1. The contractor shall be responsible for employing technically qualified personnel to perform the tasks to be ordered hereunder and where requested provide resumes and similar work experience to document employee competencies. The contractor shall maintain the personnel, organization and administrative control necessary to ensure that the work delivered meets the task order specification requirements. In the event an individual proposed for performance under the resultant contract is not currently employed by the offeror, the offeror shall include with the listing, a letter of intent signed by that individual which states the individual's intent to accept employment with that offeror within thirty (30) days of contract award if the contract is awarded to the offeror.

a. If the contracting officer questions the qualifications or competence of any person performing under the task order, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the contractor.

2. **Key Personnel** – The following labor categories are designated Key Personnel for this task order. Multi-trades tasking has been identified as a methodology of reducing manpower requirements. Resumes will be submitted for each category in the quantities indicated in

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parenthesis by the key category description.

In addition, the contractor is responsible for employing those personnel proposed under the "Key Personnel" categories identified under this Task Order. Any substitution/addition of personnel under those identified as Key Personnel shall be subject to the Substitution of Key Personnel Clause identified under the Basic Seaport Contract of this Task Order.

The Target Education and Qualifications for the **key labor categories** below are as follows:

a. Program Manager: B.S. in an Engineering discipline and ten (10) years experience involved in the management of in-service submarine programs for both SSN and SSBN submarines. Demonstrated knowledge and understanding of multi-disciplines including Planning, Programming, Budgeting, and Execution Systems (PPBES), maintenance, modernization, overhauls, and repair programs, is also desired. A Professional license / certification are also desired. Ten (10) Years of experience in the aforementioned areas may be substituted in lieu of the engineering educational requirement.

b. Corrosion Control Expert: B.S. in Mechanical Engineering and ten (10) years experience supporting submarine preservation programs. Demonstrated experience with both interior and exterior submarine protective coatings is also desired. Should demonstrate capability / experience of participation within corrosion control working groups. A Professional license / certification are also desired. Ten (10) years of experience in the aforementioned areas may be substituted in lieu of the engineering educational requirement.

c. Sr. Engineer, Metallurgy: B.S. in Metallurgical Engineering and ten (10) years experience with submarine metallurgy issues. Extensive understanding of the Navy / Federal supply system, submarine quality assurance, vendor qualification processes, and receipt inspection is also desired. A Professional license / certification are also desired. Ten (10) years of experience in the aforementioned areas may be substituted in lieu of the engineering educational requirement.

d. Sr. Engineer, Fly-By-Wire: B.S. in Electrical Engineering and ten (10) years experience in Fly-By-Wire Ship Control Systems (SCS) programs and SUBSAFE requirements development and Navy processes. Ten (10) years of experience in the aforementioned areas may be substituted in lieu of the engineering educational requirement.

e. Sr. Analyst, Alteration Planning: M.A. in Industrial Relations **and** ten (10) years experience with the One Book and submarine planning yard acquisition. A background demonstrating proficiency with all aspects of alteration package development, budget analysis, design timelines, and risk management, is also desired. Ten (10) years of experience in the aforementioned areas may be substituted in lieu of the engineering educational requirement.

f. Sr. Analyst, LAN Management: Ten (10) years experience with in-service submarine computer systems demonstrating particular knowledge with the resolution of LAN management issues for both hardware and software issues. Specialized Network Security / Vulnerability are also

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desired. This labor category including Task Areas 3.1/3.5. Training IAT Level 2. Baseline Certification Sec+, OS Certifications MCITP-SA.

g. Sr. Engineer, Nuclear Electronics: B.S. in Nuclear / Electronics engineering and ten (10) years experience involving submarine program management associated with fleet support, submarine electrical safety issues, submarine operations, and Reliability Centered Maintenance (RCM). Ten (10) years of experience in the aforementioned areas may be substituted in lieu of the engineering educational requirement.

h. Sr. Engineer, TEMPALT Development: B.S. in Civil / Structural Engineering and ten (10) years experience supporting submarine TEMPALTS. Experience should be associated with TEMPALT review, providing information to submitters, verifying compliance with structural requirements, and reviewing / performing stress calculations. Ten (10) years of experience in the aforementioned areas may be substituted in lieu of the engineering educational requirement.

i. Financial Manager: Five (5) years managing financial resources for submarine programs with broad experience in PPBES and PPBS, as well as experience in Navy financial appropriations (i.e., OM&N, SCN, R&D, WPN, OPN, etc.,). A Professional license / certification are also desired.

j. Courier: Three (3) years experience performing courier services associated with the safeguarding of classified information / data.

k. Air Systems Cleaning Specialist: Ten (10) years experience performing detailed inspection, detailed assessment and oversight of air systems cleaning. A Professional license / certification are also desired.

l. Certified Ventilation Systems Inspector: Ten years experience inspecting and certifying ventilation systems and vent hoods. A Professional license / certification are also desired.

3. Non-Key Personnel – The following labor categories are designated non-Key Personnel for this task order. The offeror shall provide a listing of non-key personnel who will be assigned to the categories of labor specified below as non-key. The offeror must certify that all proposed personnel meet the prescribed requirements.

a. Jr. Engineer: B.S. in Mechanical Engineering and one (1) year experience supporting more senior engineers performing engineering functions and calculations supporting the development of standard engineering products. Five (5) years of experience in the aforementioned areas may be substituted in lieu of the engineering educational requirement.

b. Engineer: B.S. in Mechanical Engineering and three (3) years developing relatively standard engineering products under the supervision of more senior engineers. Ten (10) years of experience in the aforementioned areas may be substituted in lieu of the engineering educational requirement. Hours are estimated at 5640 hours.

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c. HVAC Cleaning Technician: Five (5) years experience and strong knowledge of procedures in cleaning HVAC equipment, under the supervision of an Air Systems Cleaning Specialist.

d. Jr. Engineering Technician: One (1) year experience supporting various projects associated with mechanical or electrical equipment and systems, under close supervision, following specific procedures.

e. Engineering Technicians: Five (5) years experience supporting documentation development associated with mechanical or electrical equipment and systems under general supervision, but with some latitude for independent decisions.

f. Logistician: Five (5) years experience supporting senior level Logisticians, performing logistical analysis, performing logistics plans, briefings, schedules, and other related product deliverables.

9.0 Performance Locations: Work will be performed at the contractor's facilities, as well as the following Government Locations: NSWCCD-SSES, Phila, NAVY SEA LOGISTICS CENTER, SUPSHIP Newport News, Pearl Harbor Shipyard, NAVSEA Washington Navy Yard, as well as other locations so designated under a T.I.

10.0 Government Furnished Material / Information: All applicable Government Material / Information associated with this Task Order will be identified under specific T.I.'s

11.0 Period of Performance: The period of performance for this Task order will be a twelve (12) month base period of performance with two (2) twelve (12) month options.

12.0 Overtime

Overtime is required to support the timely completion of onboard assessment and grooming evolutions, troubleshooting events, and equipment testing.

13.0 Security

Contractor's key personnel shall have a security clearance at the SECRET level and any classified documents and reports received or generated by the Contractor shall be classified up to and including Secret Level in accordance with the DD Form 254 "Contractor Security Classification Specification" (Attachment 1 of the RFP).

14.0 Contracting Officer's Representative: John Greer, C/913 will be the Contracting Officer Representative for this Order.

John T. Greer

4700 Broad Street, Dept. 913

Philadelphia, PA 19112

(215) 897-7020

john.t.greer@navy.mil

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15.0 Contractor Personnel Identification

In the performance of this contract, contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and formal and informal written correspondence.

CAR-C02 ON-SITE ENVIRONMENTAL AWARENESS (AUG 2009)

(a) 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 document entitled, “Carderock Division Environmental Policy and Commitment” within 30 days of commencing performance at NSWCCD-SSES. This document is available at

[https://crbewebappdev.dt.navy.mil/intranet/documents/policy/Environmental Policy.pdf](https://crbewebappdev.dt.navy.mil/intranet/documents/policy/Environmental%20Policy.pdf)

(c) The contractor shall ensure that each contractor employee who will be resident at NSWCCD-SSES completes the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWCCD-SSES. This document is available at

[https://crbewebappdev.dt.navy.mil/intranet/esh/documents/Contractor EMS Awareness Training.doc](https://crbewebappdev.dt.navy.mil/intranet/esh/documents/Contractor%20EMS%20Awareness%20Training.doc)

(d) The Contractor shall certify by e-mail to Paul Breeden/Code 023 (paul.breeden@navy.mil) that on-site employees have read the “Carderock Division Environmental Policy and Commitment” and taken the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWCCD-SSES. The e-mail shall include the employee name, work site, and contract number.

CAR-C03 ON-SITE SAFETY AWARENESS (AUG 2009)

(a) 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 document entitled, “Carderock Division Occupational Safety and Health Policy Statement” within 30 days of commencing performance at NSWCCD-SSES. This document is available at:

<https://crbewebappdev.dt.navy.mil/intranet/documents/policy/OccupationalSafety.pdf>

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(c) The contractor shall ensure that each contractor employee who will be resident at NSWCCD-SSES completes the Voluntary Protection Program (VPP) Awareness Training within 30 days of commencing performance at NSWCCD-SSES. This document is available at:

[https://crbewebappdev.dt.navy.mil/intranet/esh/documents/VPP Awareness Training for Contractors.doc](https://crbewebappdev.dt.navy.mil/intranet/esh/documents/VPP%20Awareness%20Training%20for%20Contractors.doc)

(d) The Contractor shall certify by e-mail to Thomas Egan/Code 022 (thomas.egan@navy.mil) that employees have read the "Carderock Division Occupational Safety and Health Policy Statement" and taken the Voluntary Protection Program (VPP) awareness training within 30 days of commencing performance at NSWCCD-SSES. The e-mail shall include the employees name, work site, and contract number.

(e) The contractor shall submit their OSHA 300 Logs (injury/illness rates) within 30 days of commencing performance at NSWCCD-SSES for review by the Safety Office (Code 022). If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment will be performed by Code 022 to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional PPE or training will be required.

(f) The contractor shall post their OSHA 300 Logs in a conspicuous place where employee notices are customarily posted immediately upon commencing performance at NSWCCD-SSES.

(g) Applicable contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three years within 30 days of commencing performance at NSWCCD-SSES for review by the Safety Office (Code 022). A contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on site and were not directly supervised in day-to-day activities by the command.

(h) The contractor shall report all work-related injuries/illnesses that occurred while working at NSWCCD-SSES to the Safety Office (Code 022).

(i) The contractor shall ensure that all contractor work at NSWCCD-SSES is in accordance with the Occupational Safety and Health (OSH) Program Manual (NAVSSSINST 5100.14). The OSH Program Manual is available at:

<https://crbewebappdev.dt.navy.mil/intranet/instr/s5100-14g.htm>

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as

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defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time. (2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract. (3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services, which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or

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services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

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SECTION D PACKAGING AND MARKING

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: _____

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

Ship all Reports/Data to the following address:

Attn:John Greer
NSWCCD-SSES Philadelphia Code 913
5001 South Broad Street
Philadelphia, PA 19112-1403
Telephone Number: (215) 897-7020
john.t.greer@navy.mil

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance will be performed at Destination NSWCCD-SSES personnel.

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	8/7/2012 - 8/6/2013
4100	8/31/2012 - 8/6/2014
4200	1/9/2013 - 1/8/2014
6000	8/7/2012 - 8/6/2013
6100	8/7/2013 - 8/6/2014
6200	8/7/2014 - 8/6/2015

CLIN - DELIVERIES OR PERFORMANCE

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

CLINs 4000 and 6000-Base Period: Date of task order award through 365 days thereafter
 CLINs 4100 and 6100-Option Period I: 366 days after date of task order award through 365 days thereafter
 CLINs 4200 and 6200-Option Period II: 731 days after date of task order award through 365 days thereafter

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative
John T Greer, Code 913
5001 S Broad Street
Philadelphia, PA 19122
john.t.greer@navy.mil
215-897-7020

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

(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 Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

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

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

Type of Document (*contracting officer check all that apply*)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

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

Issue DODAAC	<u>N65540</u>
Admin DODAAC	<u>TBD</u>
Pay Office DODAAC	<u>TBD</u>
Inspector DODAAC	<u>N65540</u>

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Service Acceptor DODAAC N65540

Service Approver DODAAC N/A

Ship To DODAAC See Section F

DCAA Auditor DODAAC TBD

LPO DODAAC N/A

Inspection Location See Section E

Acceptance Location See Section E

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

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

Send Additional Email Notification To:
john.t.greer@navy.mil

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS's WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NSWCCD WAWF point of contact at (301) 227-5419.

(End of Clause)

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(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 126,150 total 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

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(actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) 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 at an average rate of approximately 809 hours per week. 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 estimated 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) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee Reduction = Fee x ((Required LOE minus Expended LOE)divided by Required LOE)

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) 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.

(i) 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 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 overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an overrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

(End of Clause)

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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(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:

ESTIMATED

ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	PERIOD OF PERFORMANCE
4000	\$1,723,926.46	\$118,950.93	Date of Award to 365 days After Award
4100	\$1,774,731.81	\$122,456.49	366 days ADC to 730 days after award
4200	\$1,796,518.51	\$123,959.80	731 days ADC to 1,095 days after award
6000	\$107,500.00	N/A	Date of Award to 365 days After Award
6100	\$107,500.00	N/A	366 days ADC to 730 days after award
6200	\$204,172.00	N/A	731 days ADC to 1,095 days after award

(To be provided at the task order level)

(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.

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

FUNDING PROFILE

It is estimated that these incremental funds will provide for [if LOE, enter the number of hours; if completion or supply enter items and quantities]. The following details funding to date:

Total

Contract	Funds This	Previous	Funds	Balance
CPFF	Action	Funding	Available	Unfunded
Information to be provided at the task order level				

(End of Clause)

Accounting Data

SLINID	PR Number	Amount
400001	1300289015	50000.00
LLA :		
AA 1721804 8C7C 252 V5Z00 0 050120 2D 000000 A00001310003		
Labor funding to support TI-01		
600001	1300289015	9100.00
LLA :		
AA 1721804 8C7C 252 V5Z00 0 050120 2D 000000 A00001310003		
Funding to support CLIN 4000 TI-02		

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BASE Funding 59100.00
Cumulative Funding 59100.00

MOD 01

400002 1300287513 60000.00
LLA :
AB 1721804 60BA 257 00060 R 068732 2D C2BAAL 636322B2ER4Q
Standard Number: N0006012RC2BAAL
Funding to support Labor on TI-01.

400003 1300300008 130000.00
LLA :
AC 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001362152
Funding to support labor on TI-07.

400004 1300298602 694300.00
LLA :
AD 1721804 70BA 257 00070 R 045924 2D CK3864 0007023864KP
Standard Number: N0007012RCK3864
Funding to support labor on TI-03.

400005 1300298602 749000.00
LLA :
AD 1721804 70BA 257 00070 R 045924 2D CK3864 0007023864KP
Standard Number: N0007012RCK3864
Funding to support Labor on TI-04.

400006 1300298602 159577.39
LLA :
AD 1721804 70BA 257 00070 R 045924 2D CK3864 0007023864KP
Standard Number: N0007012RCK3864
Funding for Labor to support TI-05

410001 1300298602 740422.61
LLA :
AD 1721804 70BA 257 00070 R 045924 2D CK3864 0007023864KP
Standard Number: N0007012RCK3864
Funding to support Labor on TI-05

410002 1300299712 182000.00
LLA :
AE 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001358655
Funding in support of Labor for TI-06

600002 1300287513 10000.00
LLA :
AB 1721804 60BA 257 00060 R 068732 2D C2BAAL 636322B2ER4Q
Standard Number: N0006012RC2BAAL
Funding to support TI-01 ODC

600003 1300300008 20000.00
LLA :
AC 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001362152
Funding to support TI-07 ODC.

600004 1300298602 58700.00
LLA :
AD 1721804 70BA 257 00070 R 045924 2D CK3864 0007023864KP
Standard Number: N0007012RCK3864
Funding for TI-03 ODC's.

600005 1300298602 9700.00
LLA :
AD 1721804 70BA 257 00070 R 045924 2D CK3864 0007023864KP
Standard Number: N0007012RCK3864
Funding in support of TI-04 ODC's.

610001 1300298602 41300.00
LLA :

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AD 1721804 70BA 257 00070 R 045924 2D CK3864 0007023864KP
Standard Number: N007012RCK3864
Funding to support ODC's on TI-04.

610002 1300298602 47000.00
LLA :
AD 1721804 70BA 257 00070 R 045924 2D CK3864 0007023864KP
Standard Number: N0007012RCK3864
Funding in support of ODC's on TI-05.

610003 1300299712 18000.00
LLA :
AE 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001358655

MOD 01 Funding 2920000.00
Cumulative Funding 2979100.00

MOD 02

410003 1300306630 450000.00
LLA :
AF 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001417429
FUNDING TO SUPPORT TI-11.

610004 1300306630 1200.00
LLA :
AF 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001417429
Funding to support ODC for TI-11.

620001 1300306630 48800.00
LLA :
AF 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001417429
Funding to support ODC on TI-11.

MOD 02 Funding 500000.00
Cumulative Funding 3479100.00

MOD 03

410004 1300305181 220000.00
LLA :
AG 1721804 8C4C 252 V5H00 0 050120 2D 000000 A00001402945
Funding to support in the amount of \$220,000.00 Labor on TI-10.

620002 1300305181 32757.00
LLA :
AG 1721804 8C4C 252 V5H00 0 050120 2D 000000 A00001402945
Funding in the amount of \$32,757.00 to support ODC's on TI-10.

MOD 03 Funding 252757.00
Cumulative Funding 3731857.00

MOD 04

410005 1300307500 40000.00
LLA :
AH 1721319 H4RJ 252 SB397 0 050120 2D 000000 A00001424837
FUNDING TO SUPPORT TI-7REV1 LABOR

620003 1300307500 4000.00
LLA :
AH 1721319 H4RJ 252 SB397 0 050120 2D 000000 A00001424837
FUNDING TO SUPPORT TI-7 REV1 ODC

MOD 04 Funding 44000.00
Cumulative Funding 3775857.00

MOD 05

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410006 1300314414 86000.00
 LLA :
 AJ 1731804 70BB 000 57020 0 060957 2D C09004 5702034A000Q
 Standard Number: FUNDING DOC R5702013RC09004/AA
 TI 03

MOD 05 Funding 86000.00
 Cumulative Funding 3861857.00

MOD 06

410007 1300323725 178765.69
 LLA :
 AK 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001541986
 TI 10

420001 1300323725 370529.31
 LLA :
 AK 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001541986
 TI 10

420002 1300324271 220386.00
 LLA :
 AL 1731804 8B5B 252 V7200 0 050120 2D 000000 A10001544120
 TI 011

420003 1300324271 10000.00
 LLA :
 AL 1731804 8B5B 252 V7200 0 050120 2D 000000 A10001544120
 TI 011

620004 1300323725 21943.00
 LLA :
 AK 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001541986
 TI 10

MOD 06 Funding 801624.00
 Cumulative Funding 4663481.00

MOD 07

420004 1300337165 144095.00
 LLA :
 AM 1731804 70BB 000 57020 0 060957 2D C09013 5702034A000Q
 Standard Number: R5702013RC9013/AA
 TI 4.01

MOD 07 Funding 144095.00
 Cumulative Funding 4807576.00

MOD 08 Funding 0.00
 Cumulative Funding 4807576.00

MOD 09

420005 1300321358 227228.00
 LLA :
 AN 97-11X8242 3080 252 00030 0 050120 2D 000000 A00001529017
 TI 12

620005 1300321358 11172.00
 LLA :
 AN 97-11X8242 3080 252 00030 0 050120 2D 000000 A00001529017
 TI 12

MOD 09 Funding 238400.00
 Cumulative Funding 5045976.00

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MOD 10

420006 1300348586 146232.00
 LLA :
 AP 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001715184
 TI 02-01

420007 1300348589 63768.00
 LLA :
 AQ 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001715188
 TI 06.01

MOD 10 Funding 210000.00
 Cumulative Funding 5255976.00

MOD 11

420008 1300371514 84000.00
 LLA :
 AR 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001857187
 TI 2
 U.S.C. 2410(a) invoked. Funding available for performance through 12 August 2014.

420009 1300365628 60000.00
 LLA :
 AS 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001824366
 TI 7
 U.S.C. 2410(a) invoked. Funding available for performance through 12 August 2016.

420010 1300365628 60000.00
 LLA :
 AS 97X4930 NH1C 252 77777 0 050120 2F 000000 A10001824366
 TI 7
 U.S.C. 2410(a) invoked. Funding available for performance through 12 August 2016.

420011 1300366030 80000.00
 LLA :
 AT 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001825816
 TI 8
 U.S.C. 2410(a) invoked. Funding available for performance through 12 August 2015.

420012 1300371035 15240.00
 LLA :
 AU 1731804 70BA 257 00070 R 045924 2D CK2873 0007032873KP
 Standard Number: N0007013RCK2873/AA
 TI 14
 U.S.C. 2410(a) invoked. Funding available for performance through 12 August 2014.

620006 1300371514 6000.00
 LLA :
 AR 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001857187
 TI 02
 U.S.C. 2410(a) invoked. Funding available for performance through 14 August 2016.

620007 1300371035 43500.00
 LLA :
 AU 1731804 70BA 257 00070 R 045924 2D CK2873 0007032873KP
 Standard Number: N0007013RCK2873/AA
 TI 02
 U.S.C. 2410(a) invoked. Funding available for performance through 14 August 2014.

MOD 11 Funding 348740.00
 Cumulative Funding 5604716.00

MOD 12

420013 1300376320 110000.00
 LLA :
 AV 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001891035

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TI 13

10 U.S.C. 2410(a) invoked. Funding available for performance through 9 Sept 2016.

420014 1300376320 112000.00

LLA :

AV 97X4930 NH1C 252 77777 0 050120 2F 000000 A10001891035

TI 13

10 U.S.C. 2410(a) invoked. Funding available for performance through 9 Sept 2016.

620008 1300376320 3000.00

LLA :

AV 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001891035

TI 13

10 U.S.C. 2410(a) invoked. Funding available for performance through 9 Sept 2016.

MOD 12 Funding 225000.00

Cumulative Funding 5829716.00

MOD 13

420015 1300370399 190000.00

LLA :

AW 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001851515

TI 6

10 U.S.C 2410(a) invoked. Funding available for performance through 11 Sept 2014.

620009 1300370399 10000.00

LLA :

AW 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001851515

TI 6

10 U.S.C 2410(a) invoked. Funding available for performance through 11 Sept 2014.

MOD 13 Funding 200000.00

Cumulative Funding 6029716.00

MOD 14

420016 1300386270 20000.00

LLA :

AX 1731319 H4RJ 252 SB397 0 050120 2D 000000 A00001990068

TI 07

10 U.S.C. 2410(a) invoked. Funding available for performance through 14 November 2015.

MOD 14 Funding 20000.00

Cumulative Funding 6049716.00

MOD 15

420017 130039984000001 7000.00

LLA :

AY 1741804 70BA 257 00070 R 045924 2D CK9835 0007049835KP

Standard Number: N0007014RCK9835/AA

TI# 14-01

10 U.S.C. 2410(a) invoked. Funding available for performance through 28 Jan 2015.

620010 130039984000002 23000.00

LLA :

AY 1741804 70BA 257 00070 R 045924 2D CK9835 0007049835KP

Standard Number: N0007014RCK9835/AA

TI# 14-01

10 U.S.C. 2410(a) invoked. Funding available for performance through 28 Jan 2015.

MOD 15 Funding 30000.00

Cumulative Funding 6079716.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

In addition to the terms set forth elsewhere in the contract, the contractor may earn an extension or reduction to the contract period from a minimum of 1 to a maximum of 5 years on the basis of performance during the evaluation periods. The contractor is evaluated during the first year of performance, but extensions or reductions start in the second year. If scores are very good during Year 2, the contractor earns Year 4; if scores are very good in Year 3, the contractor earns Year 5. In Year 5, the contractor must earn a score of "excellent" in order for the contract period to be extended beyond Year 5. Consistent scores of "excellent" during succeeding years earn contract period extensions up to a maximum of 10 years. The contract period may also be reduced on the basis of the contractor's performance against the stated performance parameters. Points are awarded or deducted during each year of the contract on the basis of how the contractor has performed against the predetermined criteria. The contract period is then extended or reduced to reflect this assessment.

(a) Award Term. The award-term concept is an incentive that permits extension of the contract period beyond the base period of performance for superior performance or reduction of the contract period of performance because of poor performance. (b) Term Points. Positive or negative points are accumulated during each evaluation period on the basis of the contractor's performance. An accumulation of positive points (e.g., +50, +75, or +100) is required for a one-year term extension, and an accumulation of negative points (e.g., -50, -75, or -100) results in a one-year reduction in the contract period. (c) Monitoring of Performance. The contractor's performance will be continually monitored by the performance monitors whose findings are reported to the ATRB. The ATRB recommends an award term to the TDO, who makes the final decision on the award-term amount on the basis of the contractor's performance during the award-term evaluation period. (d) Award-Term Plan. The evaluation criteria, the associated points, and the associated award-term extensions or reductions are specified in the award-term plan. (e) Modification of Award-Term Plan. Changes may be made to the award-term plan at any time during contract performance, provided that both parties agree to them. If agreement cannot be reached on changes, the initial award-term plan remains in effect. (f) Self-Evaluation. The contractor will submit to the CO, within 5 working days after the end of each award-term evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation shall be limited to 25 pages. It will be used in the ATRB's evaluation of the contractor's performance during this period. (g) Disputes. Decisions regarding the award term, including—but not limited to—the amount of the award term, if any; the methodology used to calculate the award term; calculation of the award term; the supplier's entitlement to the award term; and the nature and success of the contractor's performance, are made by the TDO. These decisions are final and are not subject to dispute. (h) Award-Term Extension. The contract period may be modified to reflect the TDO decision. The total contract ordering period, including extensions under this clause, will not exceed 5 years, or the time remaining on the SEAport contracts, including exercised options. The award-term provision must be included in the solicitation and resulting TO. If at any time the contract period does not extend more than two years from the TDO decision, the operation of the award-term provision will cease and the ordering period will not extend beyond the term set at that time.

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SECTION I CONTRACT CLAUSES

52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Task Order Manager. As used herein, technical instructions are defined to include the following:

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

(2) Guidelines to the Contractor that 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 task order. Technical instructions may not be used to :

(1) assign additional work under the task order;

(2) direct a change as defined in the "Changes" clause of the base contract;

(3) increase or decrease the contract price or estimated amount (including fee), as applicable, the level of effort, or the time required for task order performance; or

(4) change any of the terms, conditions or specifications of the task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order

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 Contracting Officer notifies the Contractor that the technical instruction is within the scope of this task order.

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

(End of Clause)

252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements

(DEVIATION)

Use the following clause in all contracts in excess of \$1 million utilizing funds appropriated by the Fiscal Year 2010 Defense Appropriations Act (Pub. L. 111-118), except in contracts for the acquisition of commercial items and commercially available off-the-shelf items.

ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES

RESTRICTING THE USE OF MANDATORY ARBITRATION

AGREEMENTS (DEVIATION) (FEB 2010)

(a) *Definitions.*

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The Contractor-

(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising *out* of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's

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agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

(end of clause)

252.204-0012 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING

CLASSIFICATION CITATIONS

This requirement includes support for multiple programs with independent budgets and funding lines. These funding lines are NOT interchangeable and it is critical that the Paying office pay in accordance with the accounting classification reference numbers (ACRNs) noted on the Contractor's invoices. To do otherwise could result in a misappropriation of funds. The payment office shall ensure that each payment under this contract is made in accordance with the specific ACRNs shown on each individual invoice, including attached data.

(end of clause)

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SECTION J LIST OF ATTACHMENTS

CAR-H10 SAMPLE PERFORMANCE REQUIREMENTS SUMMARY TABLE

COST PROPOSAL SUMMARY FORMAT TABLE FOR MS EXCEL

Direct Labor Rate Substantiation Table

DD Form 254