

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 2 of 5	FINAL
----------------------------------	---	----------------------------------	----------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 3 of 5	FINAL
----------------------------------	---	----------------------------------	----------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 4 of 5	FINAL
----------------------------------	---	----------------------------------	----------------	-------

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 5 of 5	FINAL
----------------------------------	---	----------------------------------	----------------	-------

The total value of the order is hereby increased

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 1 of 64	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

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	J020	Transition and Planning Execution (Option Year) (See Note E) Option					\$0.00

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
4001	J020	Torpedo Maintenance planning, technical and torpedo handling support. Maintenance, repair and testing of torpedo components and torpedo maintenance related tasks (Base Year) (See Notes B & D)					\$7,388,063.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
400101	J020	Incremental Funding for CLIN 4001 (FY 13)					
400102	J020	Incremental Funding for CLIN 4001 (FY 13)					
400103	J020	Incremental Funding for CLIN 4001 (FY 14)					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 2 of 64	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services Qty	Unit Target Cost	Target Fee	CPIF
4002		RESERVED			\$0.00

Item	PSC	Supplies/Services Qty	Unit Target Cost	Target Fee	CPIF
------	-----	-----------------------	------------------	------------	------

4003	J020	Torpedo Maintenance planning, technical and torpedo handling support. Maintenance, repair and testing of torpedo components and torpedo maintenance related tasks. (Option YR 1) (See Notes B & D)			\$10,048,418.00
------	------	--	--	--	-----------------

Max Fee

Min Fee

Government
Overrun
Share Line

Government
Underrun
Share Line

400301	J020	Incremental Funding for CLIN 4003 (FY 14)			
--------	------	---	--	--	--

400302	J020	Incremental Funding for CLIN 4003 (FY 14)			
--------	------	---	--	--	--

400303	J020	Incremental Funding for CLIN 4003 (FY 15)			
--------	------	---	--	--	--

4004		RESERVED			\$0.00
------	--	----------	--	--	--------

Item	PSC	Supplies/Services	Qty	Unit Est. Cost	Fixed Fee	CPFF
------	-----	-------------------	-----	----------------	-----------	------

4005	J020	Torpedo Maintenance Planning, technical and torpedo handling support, maintenance, repair and testing of torpedo maintenance				\$645,535.01
------	------	--	--	--	--	--------------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 3 of 64	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		tasks(Surge Option for Base Period). (Base Year) (See Note B)					
400501	J020	Incremental Funding for CLIN 4005 (FY 14)					
400502	J020	Incremental Funding for CLIN 4005 (FY14)					

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
4006	J020	Performance Incentive applicable to CLIN 4001 (Base Year) (See Notes B & C)					\$391,992.94
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
400601	J020	Incremental Funding CLIN 4006 (FY 14)					
400602	J020	Incremental Funding CLIN 4006 (FY 14)					
400603	J020	Incremental Funding CLIN 4006 (FY 13)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4007	J020	Torpedo Maintenance planning, technical and torpedo handling support. Maintenance, repair and testing of torpedo components and torpedo maintenance related tasks (Surge option for Option Year 1) (See Note B)					\$844,168.00
		Option					

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
------	-----	-------------------	-----	------	-------------	------------	------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 4 of 64	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
4008	J020	Performance Incentive applicable to CLIN 4003 (Option YR 1) (See Notes B & C)					\$265,560.52
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
400801	J020	Performance Incentive applicable to CLIN 4003 (Option YR 1)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	J020	ODC in support of CLIN 4000	1.0	LO	\$0.00
		Option			
6001	J020	ODC in support of CLIN 4001	1.0	LO	\$133,143.00
600101	J020	Incremental Funding for CLIN 6001 (FY 13)			
600102	J020	Incremental Funding for CLIN 6001 (FY 13)			
600103	J020	Incremental Funding for CLIN 6001 (FY 14)			
6002		RESERVED			\$0.00
6003	J020	ODC in support of CLIN 4003	1.0	LO	\$191,023.00
600301	J020	Incremental Funding for CLIN 6003 (FY14)			
600302	J020	Incremental Funding for CLIN 6003 (FY14)			
600303	J020	Incremental Funding for CLIN 6003 (FY15)			
6004	J020	GFP and GFE Maintenance in support of CLIN 4001	1.0	LO	\$128,026.00
600401	J020	Incremental Funding for CLIN 6004 (FY 13)			
600402	J020	Incremental Funding for CLIN 6004 (FY 13)			
600403	J020	Incremental Funding for CLIN 6004 (FY 14)			
6005	J020	GFP and GFE Maintenance in support of CLIN 4003	1.0	LO	\$132,529.00
600501	J020	Incremental funding for CLIN 6005 (FY14)			

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 5 of 64	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
600502	J020	Incremental funding for CLIN 6005 (FY14)			
600503	J020	Incremental funding for CLIN 6005 (FY15)			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7000	J020	Torpedo maintenance planning, technical and torpedo handling support. Maintenance, repair and testing of torpedo components and torpedo maintenance related tasks (Option YR 2) (See Note B & D)					\$10,294,375.01
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
700001	J020	Incremental Funding for CLIN 7000 (FY 15)					
700002	J020	Fully funding for					
7001		RESERVED					\$0.00

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7002	J020	Torpedo maintenance planning, technical and torpedo handling support. Maintenance, repair and testing of torpedo components and torpedo maintenance related tasks (Surge option for Option YR 2) (See Note B)					\$864,819.00

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 6 of 64	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item PSC Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF
Option

Item PSC Supplies/Services Qty Unit Target Cost Target Fee CPIF

7003	J020	Performance Incentive applicable to CLIN 7000 (Option YR 2) (See Notes B & C)				\$427,275.00
		Max Fee				
		Min Fee				
		Government Overrun Share Line				
		Government Underrun Share Line				
700301	J020	Incremental funding FY 15				
700302	J020	Fully funded FY 16				
7100	J020	Torpedo Maintenance planning, technical and torpedo handling support. Maintenance, repair and testing of torpedo components and torpedo maintenance related tasks (Option YR 3) (See Notes B & D)				\$10,553,835.01
		Max Fee				
		Min Fee				
		Government Overrun Share Line				
		Government Underrun Share Line				

--	--	--	--	--

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
710001	J020	Torpedo Maintenance planning, technical and torpedo handling support. Maintenance, repair and testing of torpedo components and torpedo maintenance related tasks (Option YR 3) (See Notes B & D)					
710002	J020	Incremental Funding					
710003	J020	Fully fund					
7101		RESERVED					\$0.00

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7102	J020	Torpedo maintenance planning, technical and torpedo handling support. Maintenance, repair, and testing of torpedo components and torpedo maintenance related tasks (Surge option for Option YR 3) (See Note B) Option					\$266,167.39

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7103	J020	Performance Incentive applicable to CLIN 7100 (Option YR 3) (See Notes B & C)					\$430,818.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 8 of 64	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
Share Line							
710301	J020	Performance Incentive applicable to CLIN 7100					
710303	J020	Performance Incentive applicable to CLIN 7100					
7200	J020	Torpedo maintenance planning, technical and torpedo handling support. Maintenance, repair and testing of torpedo components and torpedo maintenance related tasks (Option YR 4) (See Notes B & D)				\$12,351,707.83	
Max Fee							
Min Fee							
Government Overrun Share Line							
Government Underrun Share Line							
720001	J020	Incremental Funding (FY 17)					
720002	J020	Incremental Funding (FY18)					
7201		RESERVED					\$0.00

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7202	J020	Torpedo maintenance planning, technical and torpedo handling support. Maintenance, repair and testing of torpedo components and torpedo maintenance related tasks (Surge option for Option YR 4) (See Note B)					\$0.00

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 9 of 64	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
------	-----	-------------------	-----	------	-----------	-----------	------

Option

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7203	J020	Performance Incentive applicable to CLIN 7200 (Option YR 4) (See Notes B & C)					\$479,342.39
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
720301	J020	Performance Incentive applicable to CLIN 7200 (Option YR 4)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	J020	ODC in support of CLIN 7000	1.0	LO	\$197,708.00
900001	J020	Incremental Funding for CLIN for 9000 (FY 15)			
900002	J020	Fully funding for CLIN 9000			
9001	J020	GFP and GFE Maintenance in support of CLIN 7000	1.0	LO	\$114,457.00
900101	J020	Incremental Funding for CLIN 9001 (FY 15)			
9100	J020	ODC in support of CLIN 7100	1.0	LO	\$202,728.00
910001	J020	ODC in support of CLIN 7100 (Option YR 3)			
910002	J020	ODC in support of CLIN 7100 (Option YR 3)			
9101	J020	GFP and GFE Maintenance in support of CLIN 7100	1.0	LO	\$141,968.00
910101	J020	GFP and GFE Maintenance in support of CLIN 7100 (Option YR 3)			
910102	J020	GFP and GFE Maintenance in support of CLIN 7100			

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 10 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9200	J020	ODC in support of CLIN 7200 Estimated amount \$200,822 (Option YR 4)	1.0	LO	\$213,690.00
920001	J020	Incremental Funding (FY 17)			
920002	J020	Incremental Funding (FY18)			
9201	J020	GFP and GFE Maintenance in support of CLIN 7200	1.0	LO	\$169,647.00
920101	J020	Incremental Funding (FY 17)			
920102	J020	Incremental Funding (FY18)			

SECTION B

NOTE A - Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data Requirements List(s), attached hereto.

NOTE B - Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

NOTE C—The purpose of these CLINs is solely for the application of a performance incentive, as described in the “Incentive Fee Plan” (Attachment 4). Enclosure 1 to Attachment 4 identifies the minimum and maximum amounts of performance incentive that may be applied to these CLINs. These options will be exercised during the payment of the incentive fee process, at which time, the Government will unilaterally insert the actual performance incentive fee earned during the period.

NOTE D: INCENTIVE FEE

The contractor will be incentivized for Cost and Performance. This incentive plan applies to CLINs 4001, 4003, 7000, 7100, and 7200. Notwithstanding anything else in this incentive plan or this contract, a performance incentive is not earned or lost until the effective date of the written contract modification that specifically identifies the amounts earned or lost under a particular incentive.

The total fee payable for an Item shall be:

- The target fee as adjusted under the Incentive Fee clause, plus
- The amounts or adjustments provided under this incentive plan as cost and performance incentives; provided, that in no event shall the total fee be greater than the maximum fee or less than the minimum fee in the Incentive Fee clause or in Section B of the Schedule.

Note: Upon award, the successful Offeror's proposed Maximum Incentive Fee and Target Fee percentages, if less than the solicitation stated thresholds, will be incorporated in FAR clause 52.216-10 INCENTIVE FEE in Section I.

(1) The *final* target cost, target fee amounts shall be based upon the actual level of effort the contractor provides as explained in the following paragraphs.

**CLAUSES INCORPORATED IN FULL TEXT:
CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)**

CLIN types can be seen in the following table:

CPIF:	4001,4003,7000,7100,7200
CPFF:	4000, 4005, 4007,7002, 7102, 7202
Cost Only	6000, 6001, 6002, 6003,6004, 6005, 9000, 9001, 9100, 9101, 9200, 9201
Performance Incentive (Cost)	4006, 4008, 7003, 7103, 7203
RESERVED	4002, 4004, 7001, 7101, 7201

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 14 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

**PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993)
(Applicable to CLIN 4000)**

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixedfee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to percent () of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "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 contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

(End of Text)

**PAYMENTS OF FEE(S) (LEVEL OF EFFORT ALTERNATE 1) (NAVSEA) (MAY 2010)
(Applicable to CLINs 4001, 4003, 4005, 4007, 7000, 7002, 7100, 7102, 7200, & 7202)**

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 15 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 16 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work MK 48 Torpedo Intermediate Maintenance Activity (IMA) NUWC Detachment Pacific Pearl Harbor Torpedo Maintenance and Support

1.0. OVERVIEW

The Navy's Heavyweight Torpedo Intermediate Maintenance Activities (IMAs) provide the Commander, Submarine Force, U.S. Atlantic Fleet (COMSUBLANT) and the Commander, Submarine Force, U.S. Pacific Fleet (COMSUBPAC) with MK 48 exercise and warshot torpedoes to meet Fleet operational readiness, training, and tactical commitments. The Navy will contract for technical and administrative support in staffing the Submarine Torpedo Intermediate Maintenance Activity (SUBTORPIMA) Pearl Harbor. The torpedo maintenance actions have been defined as non-severable services. The Government will prescribe workload requirements under this task order. See Attachment 7-List of Acronyms for reference.

The aim of this task order is to improve the operational availability and reliability of the Heavyweight Torpedoes and Torpedo Systems to the Navy with the primary overall goal of reducing total program life cycle costs. Under this task order, the contractor shall prepare and maintain warshot and exercise torpedoes for the Navy submarine fleet. Exercise torpedoes are fired under test conditions for the purpose of gathering operational data and training the fleet. The operational data will be delivered to the cognizant Navy lab for scientific analysis and review.

2.0 SCOPE

The Navy requires the Naval Undersea Warfare Center (NUWC) Keyport Detachment Pacific Pearl Harbor IMA to be operated by a skilled and trained work force able to receive, inspect, induct, process, and issue torpedoes, perform maintenance actions and associated torpedo component and test equipment troubleshooting, testing, upgrade, repair and maintenance. In addition, technical, administrative and logistic personnel are required to support facility, quality assurance, inventory management, and technical documentation functions. The anticipated torpedo Intermediate Level (I-Level) maintenance workload for this Task Order is provided in Attachment 1. The Government and Contractor Concept of Operations (CONOPS) is provided in Attachment 2. The contractor support of this Task Order shall be consistent with the roles and responsibilities as described in the CONOPS for the IMA per Attachment 2.

3.0 STATEMENT OF WORK

The contractor shall perform IMA operations and maintenance consistent with the requirements called out in the documentation provided in Attachment 3, Government Furnished Information. The contractor shall execute assigned technical operations in a safe and correct manner. The contractor shall demonstrate its ability to process and issue reliable MK 48 Torpedoes and components. The Contractor shall provide a Transition Plan per CDRL A001 which will define their processes for demonstrating the capability to successfully meet the terms and conditions of this Task Order.

The contractor shall prepare and deliver, and comply with, all CDRLs included under this task order as Exhibit A. The contractor shall meet all schedule requirements herein, as well as emergent Fleet requirements. The Contractor shall meet all requirements herein In Accordance With (IAW) the publications provided in Attachment 3. Maintenance actions shall be performed in accordance with approved NAVSEA Technical Manuals, Attachment 3.

The Government will provide and maintain the IMA facilities under this task order. The Government will provide all necessary tools, equipment, and test equipment for the performance of this task order other than specified below:

The Contractor will provide the following equipment, either leased or owned: Two forklifts and one stake truck IAW specific guidance in Attachment 11 (NOTE: The forklifts are required to be "Diesel Safe" ("DS") type forklifts authorized for handling explosive material).

The Contractor shall be responsible for providing all office equipment/supplies unique to internal contractor requirements/support, including Local Area Networks (LANs), Computers, and office supplies. The Navy Marine Corps Internet (NMCI) network will provide access to the Internet via NMCI computers. The Navy will provide NMCI "seats" (identified in the GFP clause and in Attachment 12) for contractor personnel. The contractor shall not interface any equipment with the NMCI network. For contractor unique access to company networks which cannot be otherwise accomplished thru the internet or internet VPN connectivity, a limited number of computers may be installed with associated connectivity infrastructure within the contractor provided administrative spaces only with prior COR approval.

The contractor shall obtain requisite approvals from the COR for any local area networks which it wishes to install within contractor provided office spaces. The contractor is responsible for obtaining Department of Defense Information Technology Security Certification and Accreditation Process (DITSCAP) 5200.40 and facility related approvals for their network if required. The Government may at any time augment the existing IMA staffing with additional Government employees to support all aspects of IMA operations to support emergent requirements.

3.1 Transition Planning and Execution – CLIN 4000

The Contractor shall support the planning and execution of the transition, CLIN 4000. The Contractor's Transition Plan (CDRL A001) shall demonstrate the capability to successfully complete a transition and start up demonstration period. The Contractor shall demonstrate during this transition period the ability to perform to the terms and conditions of CLIN 4001 under a full

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 17 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

production maintenance environment. The Contractor workforce will undergo initial startup training and certification, with Government surveillance, during the transition period, CLIN 4000. The Contractor shall submit to the Government for approval, a Transition Plan (CDRL A001). The Transition Plan shall provide a detailed Plan of Actions and Milestones and spend plan by SOW paragraph that describes the tasks, schedule and cost for completing the transition and beginning full independent support under CLIN 4001.

NOTE: The transition period is expected to be completed in approximately 1-2 months, but shall not exceed 90 calendar days from Task Order award. During this transition period, certification of contractor support of the IMA processes will be conducted by the Government using SW510-AD-ORD-010 Torpedo Certification Examining Board Procedures and Standards (TCEB) as a guideline, as it applies to the scope of work performed under this Task Order. Prior to the start of the transition the contractor shall obtain Government approval of the Transition Plan CDRL A001. The Contractor shall prepare and execute its Transition Plan to address three phases encompassing the requirements as described in paragraphs 3.1, 3.1.1, 3.1.2., & 3.1.3.

3.1.1 Classroom Training, Phase I

During the first phase, the contractor shall provide individual and contractor class room and work area training to support SOW paragraphs 3.2 through 3.10. The contractor shall begin the first phase upon award of the task order, following approval of the Transition Plan by the Government. During the first phase, the contractor shall include classroom training covering Common Initial Training, Common Job Qualification Requirements, ordnance handling qualifications, familiarization of publications that govern torpedo assembly and quality assurance indoctrination. This phase may also include any physicals and other training required by the contractor. The Government will provide computer based training courses (as specified in Attachment 3 (GFI)), a MK 48 Torpedo Familiarization Course, and an overview of the Heavyweight Quality Manual. The contractor shall provide their own facility for the classroom training if applicable. The Classroom Training, including CBT, is able to be waived by the Government for Contractor employees that have previously completed it, and are within current refresher/proficiency requirements as set forth in the applicable governing GFI.

The required government computer based training courses include, but are not limited to cover the following lessons:

- Introduction to Gaskets, Packing and O-Ring Seals
- Personal Protective Equipment
- HAZMAT Use and Material Handling
- Electro-Static Discharge (ESD) Safety & Procedures
- Electrical Connector Failures
- Mechanical Failures
- Speed Control Valve Bent Armature and Loss of Coolant
- Execution of Model Job Sheet
- Fuel Delivery Assembly Test Set (Mk 659)
- Steering Assembly Test Set (Mk 658)
- Common Exercise Head Test Set (Mk 562)
- Cablemaster Test Set (Mk 556)
- Fuel Tank Filling Unit (Mk 6)
- Otto Fuel Equipment
- Hydraulic Filling Unit (Mk 5)
- Online Equipment
- MART Washer
- Workshop Handling Equipment
- Quality Assurance and Quality Control for Torpedo Maintenance
- Sealing Surface Damage and Corrosion
- Overview of Torpedo Construction and Operation
- Construction and Operation of the Guidance Control Group
- Construction and Operation of the Warhead Group
- Construction and Operation of the Fleet Exercise Section (FES) Group
- Construction and Operation of the Fuel Tank Group
- Construction of Afterbody Tailcone Group Assembly
- Operation of Afterbody Tailcone Group Assembly
- Documentation for MK48 Torpedo Maintenance (Part 1)
- Documentation for MK48 Torpedo Maintenance (Part 2)
- Break room, Handling and Cosmetics Worksite Maintenance
- Afterbody Buildup Worksite Maintenance
- Engine Buildup Worksite Maintenance
- Tankage Worksite Maintenance
- Accessories Worksite Maintenance
- Fleet Exercise Section (FES) Worksite Maintenance

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 18 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Tailcones Buildup Worksite Maintenance
Guidance and Control Worksite Maintenance
TMD and A Cable Worksite Maintenance

3.1.2 On-The Job Training (OJT), Phase II

The contractor shall commence Phase II by providing individual work area(s) support of SOW paragraphs 3.2 through 3.10 under Government surveillance. The contractor shall commence the OJT phase immediately upon completion of the Phase I. Contractor personnel that hold previous qualifications, and are current in their proficiency, will not be required to be requalified during this phase, but will be evaluated for immediate qualification (or required to complete an abbreviated re-qualification process) IAW guidelines set forth in PMS404 8510, Ser PMS404L/0112, dtd 08 April 2009, Heavyweight Torpedo Common Job Qualification Requirements Manual, para. 1.11 as determined/approved by the IMA Manager, and directed by the COR. In the Phase II, qualified/proficient technician personnel will demonstrate and walk through each support activity required to perform SOW Paragraphs 3.2 through 3.10, and the contractor individuals shall then demonstrate the proficiency and capability to successfully perform the work consistent with the procedures under government surveillance. Upon successfully completing demonstration of individual personnel performance, the government will certify the individuals IAW procedures in the Common Job Qualification Requirements Manual consistent with the HWT Quality Manual. Additionally, training and qualifications shall be conducted and documented in this phase IAW SUBTORPIMAINSTs 3502.1 (Pearl Harbor Torpedo maintenance Activity Common Continuing Training Program), 3502.2 (Personnel Qualification Program), 3503.1 (Test Equipment Maintenance Job Qualification), 3503.2 (PDLR Personnel Training and Job Qualification), 3503.3 (Planning Administration Job Qualification Requirements), and 3503.4 (TMD Planning Administration Job Qualification Requirements), etc. All ordnance personnel shall also be certified in accordance with requirements in OPNAVINST 8023.24 (Navy Personnel Ammunition and Explosive Handling Qualification and Certification (Qual/Cert) Training Plan) and SUBTORPIMAINST 8024.3 Ammunition and Explosives Personnel Qualification and Certification (QUAL/CERT) Training Program.

3.1.3 Demonstration, Phase III

In Phase III the contractor shall demonstrate the capability to support IMA processes with Government surveillance. If not previously accomplished in Phase II, the contractor shall perform maintenance actions as necessary to complete the following (Group Process Flow) for each of these torpedo groups: 2 Guidance & Control Sections, 2 Afterbodies (1 5th Run), 1 Fuel Tank, 1 Comprehensive Systems test (CST), 1 Final Prep, and demonstrate Group and Top Level Review processes. If not previously accomplished in Phase II, during this phase the contractor shall also demonstrate the capability to meet SOW paragraphs 3.2-3.10 consistent with all Government furnished technical documentation and information.

If not previously accomplished, the contractor will be monitored and observed by the Government during the Demonstration Phase for adherence to the other terms and conditions of SOW 3.2-3.10. If during Phase II or III, the government surveillance team observes one or more major findings as defined in the TCEB manual criteria, the Contractor shall assist in conducting a critique on the finding(s) which establishes root cause and corrective actions. The Contractor shall implement all corrective actions and assist the Government in closing out the Corrective and Preventative Action (CAPA) consistent with the HWT Torpedo Quality Manual. The Government will support the critique process consistent with the roles of the Government within the IMA CONOPS, approve the corrective action plan and approve completion of the corrective actions. If no actual findings are discovered, a fictitious/hypothetical finding will be utilized to observe the Contractor's participation and required involvement in the root cause adjudication and corrective action processes. Once all corrective actions have been completed to the satisfaction of the Government the contractor will have successfully completed the surveillance portion of the demonstration phase.

Following successful completion of the Phase III, the Contractor/Government team (HWT IMA Pearl Harbor) will be certified (if required) by PMS 404 to perform all IMA functions.

When the contractor has successfully completed the tasks of the Transition Plan phases and the contractor has successfully completed all certifications required by PMS 404, the contractor will have completed CLIN 4000.

The broad spectrum of work set forth in SOW 3.2-3.10 will comprise the schedule for operations. The contractor is required to achieve target OPTEMPO requirements as indicated in Attachment 1 (IMA Notional Annual Workload Projection) for torpedo maintenance, including averaging 25 RFI torpedoes per month on or before the IMA Required Delivery Date (RDD).

Additionally the contractor shall provide required support of all ancillary scheduled workload (e.g. NALO flight support, canning/uncanning evolutions, audit and review functions, HAZWASTE management, security, etc.), including SUBMARINE Commanders Course (SCC) and other weapon returns (clocks), annual TCEB (including short notice TCEB), biennial Explosive Safety Inspection, and other non-routine recurring requirements. The contractor's ability to meet all schedule requirements is paramount to overall IMA successful mission completion.

SOW 3.2 – 3.10 - Option CLINs 4001, 4003, 7000, 7100, and 7200, and Option Surge CLINs 4005, 4007, 7002, 7102, and 7202

3.2 Oversight and Management

The contractor shall provide an On-Site Technical Program Manager to oversee and effectively execute the task order. The Contractor shall submit a Monthly Status Report, per CDRL A002. The Contractor reports, submittals or correspondence shall be accurate and complete before submission to the Contracting Officer's Representative (COR). If the COR reports errors or

- a) Contractor work center leads/work area support personnel shall draft any in process Request for Problem Resolution (RPR) required to resolve configuration issues which are identified while work is in process within their respective work areas. Contractor work center leads shall route through the Government work center manager any RPRs from their work areas for concurrence prior to submission to the Production Manager, QA Manager, ISEA REP, and IMA Manager for approvals. Contractor Work Center Leads (Planning/Production Control, On-line, Off-line Assembly, Off-line Disassembly/Fuel room, Night Shift, Yard/Bay/TMD, and PDLR) shall generate and submit RPR forms for Work in Process (WIP) to IMA Management for all components that require an RPR. WIP components requiring an RPR shall be suspended until the RPR is approved.
- b) Support any audits and inspections requested by the Government or local regulatory agencies.
- c) Assist NUWC Fleet Failure Analysis team members in, or conduct failure analysis as required, for system hardware, support equipment and components using Government Furnished Information (GFI) which may include: torpedo pre-launch, in-water run and test failure data; test equipment failure data; environmental test data; proofing and periodic test data; and other pertinent failure data sources. The Contractor shall assist in the analysis of operational, test and repair trends and indicators to determine and isolate problems adversely affecting system performance, hardware reliability, maintainability and life cycle support.
- d) Enter technical data into the Navy provided computer based systems for production and configuration management.

The contractor is required to use:

- Planning Cell Management Tool
- Automated Process Control System (APCS)
- Electronic Documentation Management System (EDMS)
- Heavyweight Torpedo Technical Data System (HTTDS)
- Site Data Collection Module (SDCM)
- Common Problem Reporting System (CPRS)
- Navy Enterprise Resource Planning (ERP)
- Ordnance Information System – Retail (OIS-R)
- Advanced Skills Management (ASM)

All data entry shall be performed in accordance with the requirements specified in the applicable Navy directives/instructions in Attachment 3. The Contractor will temporarily revert to a manual mode when the required Government Data System(s) are not available. Upon availability of the system(s), the Contractor will input manually processed or recorded transactions not to exceed the timeframe affecting the downed system. This type of situation will be identified on the monthly progress reports.

- e) Ensure that all contractor personnel comply with and document all Torpedo Management Information System (TMIS) reporting requirements. This includes, but is not limited to, all defective or non-conforming material across all work areas as required by the Heavyweight Quality Assurance (QA) manual and other requirements documented in Attachment 3.
- f) Actively support the Government's Corrective Action Preventative Action (CAPA) Program as identified in SW513-AG-PRO-010/HWTQS, Heavyweight Torpedo IMA Quality System Description and Procedures manual and SUBTORPIMAINST 4855.1 Quality Management Plan. The Contractor shall implement corrective actions within its contractor support staff which are identified in the corrective action program. The contractor shall use the corrective action program established for the IMA to monitor and manage contractor corrective actions.
- g) Participate in, or otherwise support, any Government sponsored continuous process improvement efforts as requested. The Contractor shall implement new procedures and processes as a part of an integrated IMA process development or refinement efforts which increases worker productivity, reduces work in process and rework.
- h) Support and participate in all IMA casualty drills and/or emergency action plans as an integral part of the IMA staff. The contractor shall provide first responder and clean up of Otto Fuel Spills on site at the IMA complex and, when directed, provide responders for off-site activities including piers, as an integral part of the IMA response team.
- i) Training relative to Contractor company specific topics shall be coordinated with the COR.
- j) Significant portions of the requirements set forth in this Statement of Work (SOW) require a certain level-of-effort type support (e.g. paragraphs 3.3, 3.4, 3.5, and portions of paragraph 3.9), and corresponding staffing would be as required by functionality. There are other major support categories in the SOW that have more structured requirements based on OPTEMPO output requirements, etc. (e.g. paragraphs 3.6, 3.7, 3.8, and portions of paragraph 3.9). Table 3.15.3A provides general information relative to hours. Additional amplifying information related to specific hourly requirements is provided in table 3.2A below for work covering multiple Work Centers, and in tables 3.6A & B, 3.7A, 3.7B, 3.8A, and 3.9A, for work within specific Work Centers.

					S

Table 3.2A
Requirements Spanning Multiple Work Centers

3.3 Management Support

The contractor shall provide management support to include physical security, preventative maintenance, weight test, calibration, technical documentation support, training support, environmental/health/safety support, 4T management and data entry, work space/facility cleanliness, etc.

3.3.1 Physical Security

The Contractor shall provide for the Facility’s Physical Security including:

- Gate Control and Monitoring
- Issuing Badges
- Escort Support for uncleared personnel
- Daily Opening and Closing of the IMA Facility
- Alarm System Arming and Dis-arming
- Visitor Log management
- Monitoring of Security Cameras
- Clearance/Visit Request Processing and Maintenance
- Management of Contractor Clearances

The contractor shall perform operations that meet the requirements of OPNAVINST 5530.13, Department Of The Navy Physical Security Instruction For Conventional Arms, Ammunition, And Explosives (AA&E), NUWC DIVKPTINST 5530 Physical Security and Force Protection Program, and SUBTORPIMAINSTs 5530.1 (Physical Security Procedures and Processes) and 5510.2 SUBTORPIMA “DUTY IMA” Lock & Unlock Process. The contractor shall maintain security of classified and sensitive controlled material and security within the perimeter of the IMA fence in accordance with governing regulations. The objective is to account for and protect all classified and sensitive material to prevent unauthorized disclosure. The contractor shall comply with the requirements for personnel security in accordance with governing instructions.

3.3.2 Preventative Maintenance System Support, Weight Test, and Calibration

The Contractor shall manage Metrology and Calibration Program (METCAL) components and tools (gauges, voltmeters, multi-meters, oscilloscopes, and torque wrenches) used in the maintenance, testing, fault localization, troubleshooting, and repair of the MK 48 torpedo and its associated equipment as identified in Attachment 12 that require calibration IAW SUBTORPIMAINST 4734.1 Calibration Management Plan and SUBTORPIMAINST 3503.5 Calibration Coordinator Job Qualification. The contractor shall ensure that sufficient quantities of each calibrated item will be on-hand to ensure that a work stoppage does not occur due to lack of available calibrated items.

The contractor shall perform the certification of all IMA Ordnance Handling Equipment (OHE), Weapon Handling Equipment (WHE) and Material Handling Equipment (MHE) IAW SUBTORPIMAINST 8000.1 Weight, Ordnance, and Material Handling Equipment Management Plan.

The contractor shall ensure that preventative and corrective maintenance is performed on facility equipment in a manner that will not inhibit or affect IMA production in any way. This facility equipment includes handling straps and slings, and emergency equipment such as fire extinguishers, eye wash stations, and emergency showers. The contractor shall provide for the repair/replacement of portable grounding straps, removal and replacing of GFE gas bottles and maintaining Grey Mills, Marts Washers and Electro Static Discharge (ESD) stations. References include: SUBTORPIMAINST 4790.1 Preventative Maintenance System (PMS) Program, SUBTORPIMAINST 5245.2 Test Equipment Maintenance Process Control Procedure.

3.3.3 Technical Documentation Support

The contractor shall update all Attachment 3 publications and documentation under this task order with government provided changes, revisions, and modifications in accordance with the “Heavyweight Torpedo Documentation Control Policy, SW510-AG-DOC-010, Revision 2 dated 26 January 2005.”

3.3.4 Training Support

The contractor shall assist in the implementation of training and qualification programs that satisfy the Common Initial Training, Common Job Qualification Requirements Manual, and Common Continuing Training requirements of the training plan, the annual PMS404 Common Continuing Training Requirements Notice, SUBTORPIMAINSTs 3502.1 (Pearl Harbor Torpedo maintenance Activity Common Continuing Training Program), 3502.2 (Personnel Qualification Program), 3503.1 (Test Equipment Maintenance Job Qualification), 3503.2 (Progressive Depot Level Repair (PDLR)) Personnel Training and Job

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 22 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Qualification), 3503.3 (Planning Administration Job Qualification Requirements), and 3503.4 (TMD Planning Administration Job Qualification Requirements), etc. and other referenced documents. The contractor shall perform all contractor specific training required to support contract personnel adherence to statutory, regulatory or contractor specific requirements. The contractor shall assist in providing training for IMA Government employees (~28) in addition to contractor personnel to support Common Initial Training, Common Job Qualification Requirements Manual, and Common Continuing Training requirements. The Contractor staffing and work schedule shall provide for all training and qualification of personnel required for the performance of this task order. The contractor shall support the introduction of new government approved processes and procedures into the IMA. The contractor shall assist in updating training and qualification programs to support any new procedures and processes.

The contractor shall implement contractor cross-training and cross-qualification programs to reduce the impact of any work stoppage and facilitate rotation of contractor support personnel from one work area to another and within work areas to reduce idle time. The contractor shall minimize the impact of employee vacations and/or sick leave on IMA operations by having a cross training program which ensures key personnel and vital workers are backed up with other trained and qualified personnel to support their work areas during short periods of absence of key personnel or vital workers.

3.3.5 Environmental, Health and Safety Support

The contractor shall support the IMA safety program, including IMA Safety Training classes, Safety Stand-downs and Casualty Drill participation. Contractor participation in stand-downs and casualty drills shall be included and accommodated for in the weekly production schedule. The contractor shall perform all operations in a safe manner IAW guidance set forth in SUBTORPIMAINSTs 5100.1 (IMA Safety Manual), 5100.2 (Hot Work Approval), 8025.2 (Emergency Response Plan), 5100.28 (Energy Control Program (Lockout/Tagout), and NUWC DET PAC INST 3440.1-02 (Hawaii Area Destructive Weather Bill), and other applicable OSH/NAVOSH safety requirements.

The contractor shall be responsible for hazardous waste material management, including daily solid waste compacting & stowage, management of the 90 day storage site (liquid & solid), inventory management requirements, etc. within the IMA.

The contractor shall assist in providing Respirator training, fitment testing, and other related requirements as set forth in OPNAVINST 5100.23G (Chapter 15) and SUBTORPIMAINST 5100.1 (Chapter 2) for IMA Government employees (~28) in addition to contractor personnel.

In accordance with OPNAVINST 8023.24, Government contractors providing direct support (i.e. contractor personnel performing tasks with Navy personnel) at naval activities/commands may be in the government's QUAL/CERT program. The contractor, who will be performing services involving ammunition and explosive materiel on behalf of the government, shall have an established explosives handling personnel qualification and certification program. All government contractor personnel, performing Ammunition Explosives (AE) tasks under the scope of the contract, shall be included in the contractor's or the government's QUAL/CERT program. Any contractual deviation from the requirements of OPNAVINST 8023.24 shall be authorized, in writing by the Contracting Officer and approved in writing by the activity CO/OIC. IAW Defense Federal Acquisition Regulations (DFARs) 252.223-7004 and Supplements (as outlined in Section I of this contract) and due to the sensitive and hazardous material associated with working in and around Arms, Ammunition, & Explosives (AA&E), the contractor shall institute and maintain a program for achieving the objective of a drug-free work force.

3.3.6 4T Management and Date Entry

The contractor shall enter technical data into the Navy provided computer based systems for production, configuration management and torpedo/material condition in support of any maintenance or supply/logistics actions. The contractor is required to use: Ordnance Information System (OIS). The Contractor 4T Management Specialists shall provide for the management of the 4T Cog inventory, shipping and receiving of weapons/components and OIS updates.

3.3.7 Workspace/Facility Cleanliness

The contractor shall provide the necessary services to maintain sanitary conditions per OSHA Section 1910.141 of the industrial facility.

3.4 Production Control, Planning, and Scheduling

The Contractor Planners shall provide Production Planning and Ordnance Management support. The Government will populate the Production Schedule with:

- Line Item
- Torpedo Register Number
- Workload Schedule Due Date
- Type of Torpedo Turnaround
- Torpedo Mod
- Port that the Torpedo is scheduled to be shipped to

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 23 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- Torpedo Software Requirements (if non-standard)
- FFA Team Support Requirements

The Government will provide, on a weekly basis, the Government portion of the Weekly Production Schedule to the Contractor. The Contractor Planners shall maintain and provide daily updates to the Production Schedule which resides on the IMA server as an EXCEL workbook; the Production Schedule contains the status of components in process and the in-house inventory. Refer to Attachment 5 for a Sample Production Schedule.

Contractor Planners shall prepare and input into APCS, the IMA's forced flow production control system, and if required provide Torpedo Top Level Flow Diagrams (TLFDs) to the Contractor Quality Assurance Lead. Contractor Planners shall input the Group Flow Diagrams into APCS and if required provide the paper flow diagrams for scheduled maintenance activities to work area leads. The Contractor Planners shall ensure that all components scheduled for maintenance meet current Navy baseline. In the event that a component will not meet the Navy baseline due to lack of material/documentation, the Contractor Planners shall generate, and submit to the Government for approval, a RPR. The Contractor Planners shall ensure that all required RPRs are approved prior to release of the Group Process Flow Diagrams (GPFDs) to the Work Area Leads. The Contractor Planners shall monitor and support Fleet Failure Analysis (FFA) requirements and issue FFA Instructions, based upon direction from the NUWC FFA Representative and concurrence of the Production Control.

The Contractor Planners shall review, update as required, and submit RPRs from Work Center Leads for Work in Process, to the Government for approval. The Contractor Planners shall provide modified GPFDs to the Work Center Leads based upon RPR approval/rejection.

3.5 Quality Assurance Support

The Contractor shall provide Quality Assurance and Surveillance Program support in accordance with the Heavyweight Quality Assurance Manual, SUBTORPIMAINST 4855.1 Quality Management Plan (QMP), and other applicable publications in Attachment 3 which includes the following types of quality assurance and surveillance support activities:

- Gather and provide Global Quality Council (GQC) and IMA Quality Council (IQC) metrics
- Corrective Action Follow-up
- Corrective Action Review Team (CART) technical support and membership
- Failure Review Board (FRB) technical support and membership
- Internal and External Audits technical support and membership
- QA stamp program management
- Compile QA Data
- Perform CAPA Database entry
- Provide for in-process Quality Assurance/Quality Inspection (QA/QI)
- Perform final Torpedo Baseline Report audits

The Contractor shall conduct the following tasks IAW the policies and procedures in Attachment 3:

- Assist in Final Top Level Review of torpedo/group data package(s) for all maintenance actions
- Corrective Actions (CAs), Preventative Action (PA) and Failure Reporting, Analysis and Corrective Action (FRACAs) Reports and CAPA database entry

One of the metrics/criteria that measures the effectiveness of training, qualifications, and proficiency in HWT IMAs is the in-water performance of the exercise weapons when launched. The HWT Enterprise tracks this metric for all IMAs and uses the term "Reliability" as the category in which to record the results. Reliability is a key quality assurance indicator. Any in-water run failure is counted, and then upon return of the weapon(s) to the IMA they are placed on Fleet Failure Analysis Team (FFAT) hold until the cause can be determined by the In-Service Engineering Support Agency (ISEA) FFAT Representative. Causation could be material, shipboard failures, design error, or assembly error. Per annum expectation is there are no more than 4 Non Run-as-Programmed (Non-RAP) exercise firings attributed to "assembly error".

Additional metrics utilized by the HWT Enterprise to measure performance at each HWT IMA are the IMA Quality council and TCEB Metrics. These metrics classify findings by areas (Admin, Quality Assurance, Procedural Compliance, Test and Handling Equipment, and Safety) and by severity (Critical, Major, and Minor). Findings are then computed by severity and root cause and a grade assigned based on a 5 tier grading system (0.0 UNSAT, 1.0 Marginal, 2.0 Satisfactory, 3.0 Excellent, and 4.0 Outstanding). One subset of all findings with various root causes is comprised of the findings with "personnel error" as the root cause. It is expected that the Contractor shall average a score of no lower than 1.5-2.4 (Satisfactory) in these areas throughout the period of performance.

3.6 Yard/Bay/TMD/Pier Support

The Contractor shall provide for Ordnance Handling, Torpedo Cosmetics, and A-Cable/TMD support, Pier support, transportation and NALO flight support. Maintenance actions shall be performed in accordance with approved NAVSEA Technical Manuals, Attachment 3. The Contractor shall perform group and torpedo level maintenance as defined by applicable GPFDs. Bay/TMD Support shall include the following types of support maintenance activities:

- Preliminary Torpedo Flushing
- Torpedo Final Preparation
- Torpedo Mounted Dispenser (TMD) Assembly and Disassembly

- Minor Cosmetic Repairs
- A-Cable turnaround
- Torpedo/Group Canning and Uncanning
- Blocking and Bracing
- Load/Unload Torpedoes/Groups to trucks
- Ordering FISC trucks for load-outs
- Prepare DD 1348 Shipping Requisitions
- Conduct DD 626 Inspections
- NALO Flight (incoming/outgoing) coordination and associated logistics support)

The contractor shall have a Quality Inspector (QI) at the pier to accomplish a receipt inspection and issue the Material Condition Code (MCC) tag on warshot torpedoes off-loaded at West Loch (Pier W). The contractor shall retrieve expended TMDs, A-Cables, nose covers and tailcone covers from the pier and return them to the IMA.

Tables 3.6A and B below provide additional information for this Work Center, and the various work areas within:

Table 3.6A
Torpedo Specific Yard/Bay Requirements

Table 3.6B
Other Yard/Bay Requirements

3.7 Off-Line Operations Support

The contractor shall perform Off-Line Operations consisting of incoming torpedo processing and the turnaround of torpedo afterbody and fuel tank sections. Maintenance actions shall be performed in accordance with approved NAVSEA Technical Manuals, Attachment 3. The Contractor shall perform group and torpedo level maintenance as defined by applicable GPFs. Off-Line Operations Support shall include the following types of support maintenance activities:

- Data Extraction
- Afterbody Flushing
- Forward Section Separation
- Propulsion Section Disassembly, Cleaning, Assembly and Testing
- Fuel Tank Section Disassembly, Cleaning, Boroscope Inspection, Assembly and Testing

- Night Shift support for Afterbody build Up (ABBU)

Tables 3.7A and 3.7B below provides additional information for the two Off-Line Work Centers (Off-Line Assembly and Off-Line Disassembly/Fuel room) and their respective work areas:

Table 3.7A
Off-Line Assembly Requirements

Table 3.7B
Off-Line Disassembly and Fuel Tank Requirements

3.8 On-Line Operations Support

The Contractor shall perform turn-around maintenance, upgrades, troubleshooting/repair and testing on all Torpedo Mk 48 Guidance and Control Sections (G&Cs), Fleet Exercise Sections (FESS), Warhead sections and Torpedo Comprehensive System Tests (CSTs) processed at the IMA. Maintenance actions shall be performed in accordance with approved NAVSEA Technical Manuals, Attachment 3. The Contractor shall perform group and torpedo level maintenance as defined by applicable GPFs.

On-Line Operations Support shall include the following types of support maintenance activities:

- Disassembly, assembly, troubleshooting, repair and testing of G&Cs
- Disassembly, assembly, troubleshooting, repair and testing of FESS
- Disassembly, assembly, troubleshooting, repair and testing of Warheads
- Torpedo CST
- Night Shift support for CST

Table 3.8A below provides additional information for this Work Center, and the various work areas within:

Table 3.8A
On-Line Requirements

3.9 Progressive Depot Level Repair (PDLR) Support Services

The purpose of the PDLR is to provide limited depot level repair capability at the IMA. The PDLR shall be capable of providing

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 26 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

efficient and flexible repair services for emergent Heavyweight Torpedo System component casualties. The PDLR shall be staffed and operated by a qualified Contractor organization. The Contractor shall utilize and maintain government approved procedures and develop new repair processes in response to torpedo and equipment failure trends and hardware cost drivers. The contractor shall aggressively investigate DLR and non-DLR material failures and suggest repair candidates and methods to return deficient material to serviceable condition. The Contractor shall utilize government approved procedures to incorporate upgrades, i.e., Ordnance Alterations, (ORDALTs), Retrofit Installation Drawing (RIDs), Production Screens (PSs) and Retrofit Screens (RSs), to torpedo and test set components. The Contractor shall participate in procedure development, certification and introduction in cooperation with the In Service Engineering Agent (ISEA). In addition to support outlined in paragraphs 3.9.1 thru 4, PDLR provides specific touch labor relative to Torpedo turns as outlined in Table 3.9A below.

Table 3.9A
PDLR Requirements

3.9.1 Technical Support

The Contractor shall provide technical support which includes technical analysis/evaluation, troubleshooting, repair, testing, structured teardowns and monitored/controlled builds of Torpedo and Test Equipment and facility problem resolution in support of IMA daily operations. The Contractor shall provide support for the installation and removal of equipment.

3.9.2 PDLR Facility Maintenance, Operation and Support

The Contractor shall operate and support the PDLR level repair facility in accordance with current task order references and utilize approved documentation in execution of all repairs IAW Attachment 5. The Contractor shall provide repair support as required. Table 3.9B (see below) is provided for annual workload estimating purposes only.

Table 3.9B	
Tasks/Work Instructions	Est Qty
ORDALTs / RIDs / PSs / various RSs	175
Minor Shell Sealing Surface Repair by Epoxy Fill (WI-) WI-1	80
Nose Tilt Dolly Insert Damage Repair (WI-2)	5
G&C Extender Shell Depth Pressure Port Sealing Surface Repair and Pressure Test (WI-3)	25
MK 660 ATE Test Set Alternator Repair (WI-4)	2
4T Item Repair	300
G&C Repairs/Testing/Troubleshooting	50
Slide Valve, valve T/A/Hydraulic Pump Flushing (WI-5)	5
Aft Shaft Seal Isolation Ring Replacement(WI-6)	80
Afterbody / Tailcone Repair (WI-7)	20
Water Intake Tube Relief Valve Turn around (WI-8)	5
Water Jacket Housing Repair and Leak Test (WI-9)	40
Installation Procedures for 45khz Tracking Pinger (WI-10)	5
Track Assembly On-Line Dolly and Acoustic Test Stand Alignment (WI-11)	1
Torpedo Cable Assembly Repair (WI-12)	150
Test Equipment Electronic Repair (WI-13)	10
Current Sensor, Model 913B-20 Calibration (WI-14)	2
Transducer Surface Damage Repair (WI-15)	75
LVPS Component Replacement (WI-16)	5
Insert Removal / Installation (WI-17)	20
Internal Component Sealing Surface Repair (WI-18)	100
GCB Component Replacement (WI-19)	15

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 27 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Test Equipment Cable Assembly Repair (WI-20)	30
Desalinization of Shells, Electronic FIR Packages and Cable Assemblies (WI-21)	4
Alternator Pressure Relief and Check Valve Cleaning, Testing and Replacement (WI-22)	15
MK 17 Sonic Locator MODs 1, 2, and 3 Troubleshooting and Repair (WI-23)	25
Shroud Repair (WI-24)	100
Fleet Exercise Section (FES) Scuttle Selector Port Repair and Vacuum Testing (WI-25)	4
Shroud/Stator Assembly Filler Plate Removal and Installation (WI-26)	60
Exercise & Warshot Fuel Tank Borescopic/Ultrasound Inspection (WI-27)	150
Speed Control Valve Assembly Turnaround (WI-28)	250
General Repair (WI-29)	350
FES/WES Repair (WI-30)	50
MOD 6 ACOT/MOD 7 GCB Component Replacement (WI-31)	15
Coolant Pump & Coolant Pump Head Sealing Surface Repair by Epoxy Fill (WI-32)	70
4W11 Cable Continuity/Meg Test (WI-33)	5
Lockheed Martin (LMT) Mod 7 GCB Component Replacement (WI-34)	10
Afterbody Shell Wireguide Port Repair (WI-35)	10

3.9.3 MK 660 ATE Technical Training and Troubleshooting

The Contractor shall provide training, using existing IMA training resources and training aids, to accomplish the troubleshooting of the MK 660 ATE and MK 48 Mod 6 and 7 torpedoes. This training shall include the instruction of “on-line” IMA personnel in systematic troubleshooting processes. The Contractor shall isolate testing faults to the Automated Test Equipment (ATE) or torpedo to minimize IMA work stoppages. The Contractor shall author System Trouble Reports (STRs) to document, and request resolution of, significant system difficulties that arise to aid torpedo production and troubleshooting process improvement.

3.9.4 ISSE and DFTE Test Equipment Maintenance

In accordance with Attachment 3, the Contractor shall maintain, conduct periodic/corrective maintenance and calibration on all In-Service Support Equipment (ISSE) and Depot Factory Test Equipment (DFTE) authorized for use at the IMAs as listed in Attachment 12. The contractor shall calibrate and self-test subject equipment in accordance with Operation and Maintenance manual (O&M) and Quality Systems Manual (QSM) requirements to ensure suitability for use in testing of All Up Round (AUR) Torpedoes, Groups, Functional Item Replacement (FIR) assemblies and components. Any Test Equipment which cannot be returned to a fully operational condition within 24 hours, shall be reported to the COR copy to the IMA Manager and Production Manager. The Contractor shall maintain test equipment at the current baseline as specified in HTTDS and the software baseline as specified in GFI. The Contractor shall troubleshoot and perform corrective maintenance actions to maintain GFE in accordance with official NAVSEA drawings, technical manuals, and technical change documentation (i.e., Retrofit Installation Document), general industry practices and standards.

3.10 CONTRACTOR/GOVERNMENT FURNISHED PROPERTY

3.10.1 Contractor Furnished Property

A list of equipment to be furnished by the contractor is hereby provided as Attachment (11). Offerors shall address resource support for this task order in the Technical proposal (see Section L).

3.10.2 Material Handling Equipment (MHE)

The Contractor will provide the battery chargers for their Electrical MHE. Some current charging stations exist but compatibility is not guaranteed. The Contractor will furnish gasoline and/or diesel fuel for their MHE and vehicles in support of this SOW.

3.10.3 MHE Inspection/Maintenance Logs

The MHE inspection/maintenance logs shall be maintained by the Contractor and shall be made available for inspection upon request.

3.10.4 Vehicle and Equipment Operators

All Contractor vehicle and equipment operators shall comply with the licensing requirements of all federal, state, installation specific traffic regulations and applicable requirements of NAVFAC P-300, NAVFAC P-307, NAVSUP PUB 572, and NAVSUP PUB 538, OSHA regulations, 29 CFR Part 1910 (Powered Industrial Trucks). For ordnance handling operations, the Contractor shall additionally comply with NAVSEA SW023-AH-WHM-010. The Contractor shall maintain on file all operator qualifications. Contractor employees shall have in their possession current MHE licenses for the operation of the equipment when operating MHE.

3.10.5 RESERVED

3.10.6 Component or Replacement Parts

Component or replacement parts, purchased by the Contractor, which are placed on Contractor owned equipment, shall remain the property of the Contractor.

3.10.7 Government Furnished Equipment/Property

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 28 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

The government will provide the Contractor access to government workspaces, workstations, equipment/vehicles, documentation and information necessary for task order performance

3.11 Data (CDRL) Requirements

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

3.12 GFP and GFE Maintenance - Option CLINS 6004, 6005, 9001, 9101, 9201

The Contractor shall provide for the procurement of material and purchased services, as required, to support the repair/maintenance of facility equipment per government maintenance procedures and instructions. Equipment to be supported includes torpedo and section handling equipment, facility and personnel safety, including but not limited to: handling straps and slings, eye wash stations, hazmat lockers, Material Handling Equipment (MHE), fire extinguishers, universal dollies and emergency showers. The contractor shall ensure that facility equipment has 95% availability and that facility equipment down time does not affect production requirements. The Contractor shall repair the GFP/GFE provided under this task order. When using GFP/GFE in performance of this task order, funds specified under this Item are intended for the contractor to procure material and services in support of repairs of those items that fail or do not meet their required performance criteria. The contractor labor to accomplish GFP and GFE maintenance is included in SLINs 4000, 4001, 4003, 7000, 7100, and 7200 man-hour estimates and tasking. All expenditures for GFP/GFE shall be coordinated with and approved by the COR.

3.13 ODC Support - CLIN 6000 and Option CLINs 6001, 6003, 9000, 9100, 9200

The Contractor shall provide travel, and subsistence in support of tasking under Item 4000, and Option Items 4001, 4003, 7000, 7100, and 7200. All expenditures for Other Direct Cost (ODC) support shall be coordinated with and approved by the COR. Clause HQ B-2-0020 is applicable and incorporated by full text as follows:

TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
 - (i) travel at U.S. Military Installations where Government transportation is available,
 - (ii) travel performed for personal convenience/errands, including commuting to and from work, and
 - (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

(End of Text)

Applicable to ALL CLINs

3.14 SECURITY REQUIREMENTS

Contractor employees or any representative of the Contractor entering DOD locations as part of performing tasks under this Task Order shall abide by all security regulations and may be subject to security checks. Contractor personnel and property shall be subject to search and seizure upon entering, while on, and upon leaving the DOD locations pursuant to installation regulations. The IMA Officer in Charge (OIC) has the authority to bar individuals from the installation. The removal from the job site or dismissal from the premises shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the services as required by this Task Order. Contractor personnel shall conduct themselves with acceptable business decorum at all times. The Contractor shall remove any individual from the site whose continued presence or employment is deemed to be contrary to the public interest or inconsistent with the best interests of national security.

3.14.1 Security Clearances

All contractor personnel working under this Task Order are required to have a security clearance level of SECRET per the DD254. In addition, personnel assigned duties involving delivery of classified material or documentation, must be designated "COURIER." The contractor shall furnish sufficient personnel to perform all work specified within the Task Order. The contractor's employees shall conduct themselves in a proper and efficient manner at all times. The contractor expressly agrees to remove any individual from the site whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interest of National Security. No employee or representative of the contractor shall be admitted to the work site unless satisfactory proof of United States citizenship is furnished via Form I-9 Employment Eligibility Verification, an interim Clearance has been granted by DISCO, and they have a visit authorization request (VAR) from their company.

If the interim clearance comes back from DISCO and it is not granted, the person shall be denied access to the NUWC

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 29 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Detachment Pacific Pearl Harbor IMA interim.

3.14.2 Personnel Badge Requirements

The Contractor shall provide the Government a list of all employees (last name, first name, middle initial, and social security number) in order to obtain government installation Identification (ID) badges. The Contractor shall ensure all employees receive ID badges from the appropriate installation Pass and ID offices prior to beginning work on a DOD installation, in performance of this Task Order. Each Contractor employee shall wear the ID badge conspicuously on his/her outer clothing, above the waist, at all times while working on DOD installations. Personnel are subject to challenge and removal from the work area or denied access to the installation if the ID badge is not being worn. It is the Contractor's responsibility to enforce this requirement. In the event that a Contractor employee loses their ID Badge, the loss shall be reported to the applicable Pass and ID office and a replacement badge will be issued.

All government ID badges shall be returned to the Government either at the completion of the final performance period or upon termination of employment. The Contractor shall return the employee's pass and badge to the issuing office no later than the close of business on the day the employee leaves the Contractor's employment. It is the Contractor's responsibility to recover the badge should the employee resign without returning to work.

PII Data collection required for NUWCDIVKPT ID Badges and Common Access Cards (CACs) shall be coordinated with the Government POCs (i.e. COR and Contractor Verification System (CVS) Trusted Agent (TA)).

3.14.3 Parking

The Contractor will have on-station POV parking in authorized areas as directed by the NUWC Detachment Pacific Pearl Harbor IMA Manager. Parking on station is governed by Base Commander policy. The NUWC Detachment Pacific Pearl Harbor IMA Manager reserves the right to change parking arrangements/availability at any time.

3.14.4 Security Forms and Reports

The Contracting Officer or COR will accept the determination made by DISCO for contractor employee suitability and qualification for security clearance. The contractor shall furnish the COR a roster of personnel assigned to this task order. Any subsequent changes, and reasons for these changes, shall be reported immediately in writing. All employees of the contractor employed in the performance of work under this Task Order shall be employees of the contractor at all times and not employees of the Government.

3.14.5 Contractor Proprietary Information

The Contractor shall be responsible for appropriately marking Contractor documents that the Contractor considers proprietary. The Government will not assume that any Contractor document is proprietary unless the Contractor has properly marked it.

3.14.6 Information Security Requirements

The Contractor shall comply with the Disclosure of Information clause.

For Official Use Only (FOUO), Privacy Sensitive, and other materials requiring special handling/dissemination shall be handled and destroyed in accordance with applicable regulations. The contractor shall address any questions regarding the proper handling and/or destruction of all classified/FOUO type material to the U.S. Navy Military or Government officials on site.

3.15 NOTES

3.15.1 RESERVED

3.15.2 Independent Contractor

The services rendered by the Contractor are in the capacity as an independent, non-personal services Contractor. The Government may evaluate the quality of both professional and administrative services for purposes of task order inspection and acceptance. The Contractor shall be solely responsible for any and all liability caused by the acts or omissions of its agents or employees. The Contractor shall not in any manner represent or infer that it is an instrumentality or agent of the United States Government. The Contractor shall recognize that the Government maintains administrative and operational responsibility for all activities on all installations and may take such actions as necessary to preserve and maintain the integrity of the Command, subject to the limitations prescribed by law and Department of the Navy (DON) Regulations.

3.15.3 Work Hours

Normal hours of work shall be from 7:00 A.M. to 4:00 P.M. (lunch 11:30-12:30), Monday through Friday (excluding Federal Holidays). Night shift normal working hours shall be from 2:00 P.M. to 11:00 P.M. (meal break 6:00-7:00), Monday through Friday (excluding Federal Holidays). Contractor management/supervisory personnel, in coordination with the Government, will make assignments (by work center) for shifts as required to support the work schedule. The Government may require work outside those times on weekdays, as well as on Federal holidays, Saturdays, Sundays, or during specified shutdown periods. When the Government requires work during these times, every effort will be made to notify the contractor or its on-site representative, a minimum of 4 working hours prior to the start of such work. Written notification will specify the number of man-hours authorized. The contractor is not required to work during these times when less than 2 hours advance notification is given, but shall make every reasonable effort to comply.

The contractor will be compensated for overtime when notified by the Government of the overtime requirement. Overtime costs will be considered unallowable, unless the request for overtime has been approved in advance via procedures identified in Attachment 2 by the Contracting Officer's Representative (COR) in accordance with FAR 52.222-2.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 31 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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, but not limited to, joint venturer, 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 information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

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

(End of Text)

CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated in response to NAVSEA Solicitation No. N00024- 11-R-3113.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215- 8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence. (End of Text)

USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that: (1) The support contractor not disclose any information; (2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files; (3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and, (4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 32 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(End of Text)

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 33 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

IDENTIFICATION MARKING OF PARTS - ALTERNATE I (NAVSEA) (DEC 2005)

(a) Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

(1) Parts not manufactured to Government specifications shall be marked in accordance with generally accepted commercial practice.

(2) Parts manufactured to Government specifications shall be marked as follows:

(i) Electrical Parts - that is, all parts in electrical equipments and electrical parts when used in equipments which are not electrical in nature (e.g., electric controls and motors in a hydraulic system) - shall be identified and marked in accordance with MIL-STD-1285D dated 7 September 2004, or, where MIL-STD-1285D does not cover such a part, in accordance with MIL-STD-130M dated 2 December 2005. Requirements of MIL-STD-1686C dated 25 October 1995 for Electrostatic Discharge Control shall be addressed.

(ii) Electronic Parts - that is, all parts in electronic equipments and electronic parts when used in equipments which are not electronic in nature (e.g., electronic fuel controls in some engines) - shall be identified and marked in accordance with Requirement 67 of MIL-HDBK-454A dated 3 November 2000. Requirements of MIL-STD-1686C for Electrostatic Discharge Control shall be addressed.

(iii) Parts other than electrical or electronic parts (as described above) shall be identified and marked in accordance with MIL-STD-130L.

(b) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this task order 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)

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 34 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(City and State)

MARKING AND PACKING LIST(S) - ALTERNATE I (NAVSEA) (DEC 2005)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129P with change 3 dated 29 October 2004.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment in accordance with the above cited MIL-STD. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 35 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

In addition to the clauses in the basic contract, the following clauses are incorporated into the subject Contract:

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order AUG 1989 (Alternate I APR 1984)

52.247-34 FOB ORIGIN, CONTRACTOR'S FACILITY (FEB 2006)

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

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

INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item(s) 4001, 4003, 4005, 4007, 7000, 7002, 7100, 7102, 7200, 7202 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 36 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

4001	4/22/2013 - 1/31/2014
4003	2/24/2014 - 2/23/2015
4005	4/22/2013 - 2/28/2014
4006	4/22/2013 - 9/30/2014
4008	2/24/2014 - 2/23/2015
6001	4/22/2013 - 2/28/2014
6003	2/24/2014 - 2/23/2015
6004	4/22/2013 - 2/28/2014
6005	2/24/2014 - 2/23/2015
7000	2/24/2015 - 2/23/2016
7003	2/24/2015 - 7/30/2016
7100	2/24/2016 - 2/23/2017
7103	2/24/2016 - 8/15/2017
7200	2/24/2017 - 4/21/2018
7203	2/24/2017 - 8/15/2018
9000	2/24/2015 - 2/23/2016
9001	2/24/2015 - 2/23/2016
9100	2/24/2016 - 2/23/2017
9101	2/24/2016 - 2/23/2017
9200	2/24/2017 - 4/21/2018
9201	2/24/2017 - 4/21/2018

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

4000	4/22/2013 - 4/26/2013
4007	2/24/2014 - 2/23/2015
6000	4/22/2013 - 4/26/2013
7002	2/24/2015 - 2/23/2016
7102	2/24/2016 - 2/23/2017
7202	2/24/2017 - 2/23/2018

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 37 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CLIN 4000 & 4001 - shall not exceed a combined total of 12 months. The start date of 4001 shall commence immediately upon option exercise and after completion of CLIN 4000. The Government shall unilaterally adjust the period of performance to reflect the correct dates at the time of the option exercise contract modification.

Services to be performed hereunder will be provided at (insert specific address and building etc.)

NUWC Detachment Pacific

SUBTORPIMA Pearl Harbor

562 G Ave, BLDG 440

Ewa Beach, HI 96706

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 38 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

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

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall—

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

(a) Definitions. As used in this clause—

- (1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 39 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer’s determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 40 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

Cost Voucher

(Contracting Officer: Insert applicable document type(s).)

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not Applicable

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 41 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Field Name in WAWF	Data to be entered in WAWF
Issue DODAAC	<u>N00024</u>
Admin DODAAC	<u></u>
Pay Office DODAAC	<u></u>
Inspector DODAAC	<u></u>
Service Acceptor DODAAC	<u>N44944</u>
Service Approver DODAAC	<u>N44944</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u></u>
LPO DODAAC	<u></u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.
(End of clause)

DFARS PGI 204.7108(d)(4) 252.204-0004 Line Item Specific: by Fiscal Year. (SEP 2009)

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 42 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(APPLICABLE TO ALL CLINs)

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year

TYPE OF ORDER

This task order is a Cost-Plus-Incentive-Fee (CPIF), Cost-Plus-Fixed-Fee (CPFF) type and cost only ODCs. The contractor shall devote the specified level of effort for time period(s) stated in Section F and H, as applicable.

CONTRACTOR CENTRAL REGISTRATION (CCR) - The contractor must be registered with the Contractor Central Registration (CCR) in order to be eligible for award. The Contractor must maintain registration throughout the period of performance. PAYMENT will not be made to the contractor if the Contractor's registration lapses.

POINTS OF CONTACT - The Government points of contact for this Task Order are as follows:

OMBUDSMAN (NAVSEA AND OVERARCHING)

PROCURING CONTRACTING OFFICER (PCO)

PURCHASE OFFICE REPRESENTATIVE (POR)*

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 43 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 44 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 45 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 46 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 47 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 48 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 49 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 51 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

--	--	--	--	--

(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 task order 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 **4005, 6004, 7000, 7003, 7100, 7203 and 9000** 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 costs of performance of fully funded CLINs/SLINs.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

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

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

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

NAVSEA 5252.216-9122 LEVEL OF EFFORT - ALTERNATE I (MAY 2010)

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 52 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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 _____ total man-hours of direct labor (including options, excluding surge), 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 _____ man-hours are uncompensated effort.

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately _____ 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) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 53 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

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

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

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 54 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

**5252.245-9108 GOVERNMENT-FURNISHED PROPERTY
(PERFORMANCE) (SEP 1990)**

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract: Attachment 12: Government Furnished Equipment/Material Administrative Office Space 99 NMCI "seats"

**5252.245-9106 FACILITIES TO BE GOVERNMENT-FURNISHED (COST
REIMBURSEMENT) (SEP 2009)**

(a) The estimated cost and fee, if any, and delivery schedule set forth in this contract contemplate the rent-free use of the facilities identified in paragraph (b) below and in paragraph (d) (applicable only for research and development contracts) if such paragraph (d) is added to this requirement. If the Government limits or terminates the Contractor's rent-free use of said facilities, and such action affects the ability of the Contractor to perform this contract in accordance with its terms and conditions, then an equitable adjustment in the estimated cost and fee, if any, or delivery schedule, or both, shall be made pursuant to the clause entitled "CHANGES--COST-REIMBURSEMENT" (FAR 52.243-2), provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under this contract, the Contractor shall be entitled only to such adjustment as the Contracting Officer determines as a fact to be appropriate under the circumstances.

(b) The Contractor is authorized to acquire or use the facilities described below upon the prior written approval of the cognizant Contract Administration Office, which shall determine that such facilities are required to carry out the work provided for by this contract. Immediately upon delivery of each item of approved facilities to the Contractor's plant, the Contractor shall notify the cognizant Contract Administration Office of the receipt of such facilities owned by the Government, which shall be made a part of the plant account assigned to the Contractor at that location.

DESCRIPTION AND IDENTITY OF FACILITIES

Naval Undersea Warfare Center Detachment Pacific, Pearl Harbor Submarine Torpedo IMA

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 55 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(c) In the event there is in existence a facilities management contract effective at the same plant or general location, the facilities provided hereunder shall be made subject to all the terms and conditions of the facilities management contract.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 56 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010)
52.207-3	Right of First Refusal of Employment (May 2006)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (MAY 2011)
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (AUG 2011)
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (OCT 2010)
52.222-40	Notification of Employee Rights Under the National Labor Relation Act (DEC 2010)
52.222-41	Service Contract Act (1965)
52.222-43	Fair Labor Standards Act and Service Contract Act-Price Adjustments (Multiple Year and Option Contracts) (SEP 2009)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.228-3	Workers Compensation Insurance (Defense Base Act) (APR 1984)
52.228-7	Insurance -- Liability to Third Persons (MAR 1996)
52.232-20	Limitation of Cost (APR 1984)
52.232-22	Limitation of Funds (APR 1984)
52.237-3	Continuity of Services (Jan 1991)
52.251-1	Government Supply Sources
252.204-7008	Export-Controlled Items (Apr 2010)
252.222-7002	Compliance with Local Labor Laws (Overseas) (JUN 1997)
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements (Dec 2010)
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993)
252.251-7000	Ordering From Government Supply Sources
252.239-7001	Information Assurance Contractor Training and Certification

All clauses incorporated by reference in the basic IDIQ contract apply to this Task Order, as applicable.

Note: Regarding 52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATE I (JUNE 2007), teaming arrangement with any firm not included in the Contractor's basic IDIQ contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

CLAUSES INCORPORATED BY FULL TEXT

52.216-8 Fixed Fee (Jun 2011)

(Applicable to CLIN 4000, and, if options are exercised, applicable to CLIN 4005, 4007, 7002, 7102, and 7202)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 57 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of clause)

52.216-10 Incentive Fee. (Jun 2011)

(If options exercised, applicable to CLIN 4001, 4003, 7000, 7100, 7200)

(a) *General.* The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) *Target cost and target fee.* The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) Withholding of payment.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) *Equitable adjustments.* When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) *Fee payable.*

(1) The fee payable under this contract for Items 4001 shall be the target fee increased by 20 cents for

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 58 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

every dollar that the total allowable cost is less than the target cost or decreased by 20 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than 13 percent of the target cost. If the options are exercised: (1) The fee payable under this contract for Items 4003, 7000, 7100, and 7200, shall be the target fee increased by 50 cents for every dollar that the total allowable cost is less than the target cost or decreased by 50 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than 13 percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of—

- (i) Payments made under assignments; or
- (ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, “total allowable cost” shall not include allowable costs arising out of—

- (i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;
- (ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor’s being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;
- (iii) Any direct cost attributed to the Contractor’s involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;
- (iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;
- (v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or
- (vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in “total allowable cost” for fee adjustment in accordance with this paragraph

(e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

52.203-16 Preventing Personal Conflicts of Interest (Dec 2011)

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 59 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

“Acquisition function closely associated with inherently governmental functions” means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

“Covered employee” means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

“Non-public information” means any Government or third-party information that—

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

“Personal conflict of interest” means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee’s ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not “impair the employee’s ability to act impartially and in the best interest of the Government” is not covered under this definition.)

- (1) Among the sources of personal conflicts of interest are—
 - (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household;
 - (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
 - (iii) Gifts, including travel.
- (2) For example, financial interests referred to in paragraph (1) of this definition may arise from—
 - (i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
 - (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 60 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall—

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation—

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 61 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—

- (i) Failure by a covered employee to disclose a personal conflict of interest;
- (ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and
- (iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) *Mitigation or waiver.*

(1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—

- (i) Agreement to a plan to mitigate the personal conflict of interest; or
- (ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall—

- (i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or
- (ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontract flowdown.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—

- (1) That exceed \$150,000; and
- (2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of clause)

52.222-2 Payment for Overtime Premiums (July 1990)

(Applicable to CLINS 4000, 4005, 4007, 6004, 6005, 7002, 7102, 7202, 9001, 9101, 9201)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed 0 hours per year or the overtime premium is paid for work—

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 62 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

schedule;

- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

252.239-7001 Information Assurance Contractor Training and Certification. (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

- (1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and
(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)

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

“Covered subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

“Subcontract” means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.

(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—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) 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—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) 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, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing 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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 63 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far>; <http://acq.osd.mil/dpap/dars/drafspgi/current/index.html>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [Defense Federal Acquisition Regulation Supplement](#) (48 CFR [Chapter 2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

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 30 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 five years.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-EH04	AMENDMENT/MODIFICATION NO. 27	PAGE 64 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Exhibit A CDRL A002 DI-MGMT-802227

Attachment 1- IMA Notional Annual Workload

Attachment 2 - Concept of Operations

Attachment 3 - Government Furnished Information

Attachment 4 Incentive Fee and Award Term Plan

Attachment4, Encl 1-Incentive Value Spreadsheet

Attachment 5-Production Plan

Attachment 6--DD Form 254 Contract Security Classification Specification dated 03 June 2015

Attachment 7 - Acronym Listing

Attachment8_Cost_Summary_Format

Attachment 9-Supporting Cost and Pricing Data

Attachment 10--PDLR Charter

Attachment 11-Notional Contractor Owned Vehicles & Equipment

Attachment 12-Government Furnished Equipment

Attachment_13_Staffing_Plan_Template_rev1

Attachment 14-Monthly Status Report Sample

Attachment_15_Qty2_CBAs

Attachment_16_Wage_Determination