

2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 07-Mar-2014	4. REQUISITION/PURCHASE REQ. NO. N6302314RC003SW	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N55236	7. ADMINISTERED BY (If other than Item 6) CODE	S0514A

SOUTHWEST REGIONAL MAINTENANCE CENTER
 3755 BRINSER STREET, SUITE 1
 SAN DIEGO CA 92136-5025
 gina.manalo@navy.mil 619-556-1166

DCMA SAN DIEGO
 7675 DAGGET STREET, SUITE 200
 SAN DIEGO CA 92111-2241

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Epsilon Systems Solutions 9242 Lightwave Ave., Suite 100 San Diego CA 92123-6404		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4048-NU02
		10B. DATED (SEE ITEM 13) 01-Mar-2014
CAGE CODE 1HQ30	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 SEE SECTION G

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

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Hermer G Tena, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY /s/Hermer G Tena (Signature of Contracting Officer)
	07-Mar-2014

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU02	AMENDMENT/MODIFICATION NO. 02	PAGE 2 of 2	FINAL
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GENERAL INFORMATION

The purpose of this modification is to:

1. Incrementally fund CLIN 4001 in the amount of \$13,580 for USS VANDEGRIFT (FFG-48) INSURV MI (MARCH 11-13, 2014) and USS PASADENA (SSN 752) INSURV MI (MARCH 11-14, 2014).
2. Incrementally fund CLIN 6001 in the amount of \$125 for Travel in support of USS VANDEGRIFT (FFG-48) and USS PASADENA (SSN 752) INSURV MI.
3. Incrementally fund CLIN 4028 in the amount of \$5,476 for Overtime in support of USS VANDEGRIFT (FFG-48) and USS PASADENA (SSN 752) INSURV MI.
4. Administratively correct a typographical error that occurred on page 1, block 4 (PURCH REQUEST NO.) of task order NU02 to read: "N5526214RQ00245" vice "N5526214Q00245".
5. Revise the Pay Official DoDAAC in Section G (Wide Area Workflow Payment Instructions) to read: " HQ0339".

Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4001	R425	Services in support of BOARD OF INSPECTION AND SURVEY (INSURV) MATERIAL INSPECTION (MI) (PWS Para 12.0). SEE NOTES: A and D. BASE YEAR. (O&MN,N)	7680.0	HR	██████████	██████████	\$366,464.17
400101	R425	FUNDING DOCUMENT NR: N6302314RC003SW (O&MN,N)					
4002	R425	Services in support of INTEGRATED TEST COORDINATION (PWS Para 13.0). SEE NOTES: A and D. BASE YEAR. (O&MN,N)	37440.0	HR	██████████	██████████	\$2,370,727.15
400201	R425	FUNDING DOCUMENT NR: N5526214RQ00245 (O&MN,N)					
4003	R425	Services in support of TOTAL SHIP READINESS ASSESSMENT (TSRA) (PWS Para 14.0). SEE NOTES: A and D. BASE YEAR. (O&MN,N)	38180.0	HR	██████████	██████████	\$2,120,106.86
400301	R425	FUNDING DOCUMENT NR: N5526214RQ00245 (O&MN,N)					
4004	R425	Services in support of SURFACE SHIP TSRA VISIT SUPPORT	22880.0	HR	██████████	██████████	\$910,796.85

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TEAM AND FLEET
ASSESSMENT
SUPPORT TOOL
(FAST) (PWS Para
15.0). SEE
NOTES: A and D.
BASE YEAR.
(O&MN,N)

400401	R425	FUNDING DOCUMENT NR: N5526214RQ00245 (O&MN,N)				
4005	R425	Services in support of G1N5 TANK AND VOID COATING AND G1N6 STRUCTURAL COATING (PWS Para 16.0). SEE NOTES: A and D. BASE YEAR. (O&MN,N)	24960.0	HR		\$1,371,029.34
400501	R425	FUNDING DOCUMENT NR: N5526214Q00245 (O&MN,N)				
4006	R425	Services for ARCHITECTURAL SUPPORT (PWS Para 17.0). SEE NOTES: A and D. BASE YEAR. (O&MN,N)	6240.0	HR		\$425,897.51
400601	R425	FUNDING DOCUMENT NR: N5526214Q00245 (O&MN,N)				
4007	R425	Services in support of AIR SYSTEMS (PWS Para 18.0). SEE NOTES: A and D. BASE YEAR. (O&MN,N)	4160.0	HR		\$218,835.02
400701	R425	FUNDING DOCUMENT NR: N5526214Q00245 (O&MN,N)				
4008	R425	Services in support of FRESH	4160.0	HR		\$202,044.91

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WATER SYSTEMS
(PWS Para 19.0).
SEE NOTES: A and
D. BASE YEAR.
(O&MN,N)

400801	R425	FUNDING DOCUMENT NR: N5526214Q00245 (O&MN,N)				
4009	R425	Services in support of ENVIRONMENTAL SYSTEMS (PWS Para 20.0). SEE NOTES: A and D. BASE YEAR. (O&MN,N)	4160.0	HR	██████████	\$202,044.91
400901	R425	FUNDING DOCUMENT NR: N5526214Q00245 (O&MN,N)				
4010	R425	Services in support of HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEMS (PWS Para 21.0). SEE NOTES: A and D. BASE YEAR. (O&MN,N)	4160.0	HR	██████████	\$193,743.41
401001	R425	FUNDING DOCUMENT NR: N5526214Q00245 (O&MN,N)				
4011	R425	Services in support of ELEVATOR SYSTEMS AND HYDRAULICS (PWS Para 22.0). SEE NOTES: A and D. BASE YEAR. (O&MN,N)	8320.0	HR	██████████	\$395,975.44
401101	R425	FUNDING DOCUMENT NR: N5526214Q00245 (O&MN,N)				
4012	R425	Services in support of FIRE FIGHTING SYSTEMS	2080.0	HR	██████████	\$101,022.45

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(PWS Para 23.0).
SEE NOTES: A and
D.BASE YEAR.
(O&MN,N)

401201	R425	FUNDING DOCUMENT NR: N5526214Q00245 (O&MN,N)					
4013	R425	Services in support of PAINT AND CORROSION (PWS Para 24.0). SEE NOTE(S): A and D. BASE YEAR. (O&MN,N)	1040.0	HR	██████████	██████████	\$61,779.91
401301	R425	FUNDING DOCUMENT NR: N5526214Q00245 (O&MN,N)					
4014	R425	Services in support of ELECTRONIC CONTROLS (PWS Para 25.0). SEE NOTES: A and D. BASE YEAR. (O&MN,N)	2080.0	HR	██████████	██████████	\$101,022.45
401401	R425	FUNDING DOCUMENT NR: N5526214Q00245 (O&MN,N)					
4015	R425	Services in support of MARINE GAS TURBINE PROGRAM (PWS Para 26.0). SEE NOTES: A and D. BASE YEAR. (O&MN,N)	9360.0	HR	██████████	██████████	\$471,484.72
401501	R425	FUNDING DOCUMENT NR: N5526214Q00245 (O&MN,N)					
4016	R425	Services in support of MAIN AND AUXILIARY DIESEL ENGINE (PWS Para 27.0). SEE NOTES: A and D. BASE YEAR.	8320.0	HR	██████████	██████████	\$464,952.09

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(O&MN,N)

401601	R425	FUNDING DOCUMENT NR: N5526214Q00245 (O&MN,N)				
4017	R425	Services in support of STEAM MAIN PROPULSION PROGRAM (PWS Para 28.0). SEE NOTES: A and D. BASE YEAR. (O&MN,N)	6240.0	HR	██████████	\$352,390.20
401701	R425	FUNDING DOCUMENT NR: N5526214Q00245 (O&MN,N)				
4018	R425	Services in support of ELECTRICAL PROGRAM (PWS Para 29.0). SEE NOTES: A and D. BASE YEAR. (O&MN,N)	4160.0	HR	██████████	\$218,835.02
401801	R425	FUNDING DOCUMENT NR: N5526214Q00245 (O&MN,N)				
4019	R425	Services in support of INFRARED SURVEY PROGRAM SUPPORT (PWS Para 30.0). SEE NOTES: A and D. BASE YEAR. (O&MN,N)	12480.0	HR	██████████	\$639,067.20
401901	R425	FUNDING DOCUMENT NR: N5526214Q00245 (O&MN,N)				
4020	R425	Services in support of VIBRATION ANALYSIS (PWS Para 31.0). SEE NOTES: A and D. BASE YEAR. (O&MN,N)	2080.0	HR	██████████	\$0.00 \$137,799.71

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402001	R425	(O&MN,N)				
4021	R425	Services in support of CHIEF ENGINEER AND ENGINEERING MANAGEMENT TEAM (PWS Para 32.0). SEE NOTES: A and D. BASE YEAR. (O&MN,N)	6240.0	HR		\$309,001.74
402101	R425	FUNDING DOCUMENT NR: N5526214Q00245 (O&MN,N)				
4022	R425	Services in support of PASSIVE COUNTER MEASURE SYSTEM (PWS Para 33.0). SEE NOTES: A and D. BASE YEAR. (O&MN,N)	1040.0	HR		\$50,511.23
402201	R425	FUNDING DOCUMENT NR: N5526214Q00245 (O&MN,N)				
4023	R425	Services in support of DOCK MASTER (PWS Para 34.0). SEE NOTES: A and D. BASE YEAR. (O&MN,N)	2080.0	HR		\$123,559.82
402301	R425	FUNDING DOCUMENT NR: N5526214Q00245 (O&MN,N)				
4024	R425	Services in support of GAGE CALIBRATION (PWS Para 35.0). SEE NOTES A and D. BASE YEAR. (O&MN,N)	14560.0	HR		\$695,626.37
402401	R425	FUNDING DOCUMENT NR: N5526214RQD0225 (O&MN,N)				
4025	R425	Services in	31028.0	HR		\$1,808,351.55

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support of
SUBMARINE TOTAL
SHIP READINESS
ASSESSMENT (PWS
Para 36.0). SEE
NOTES: A and D.
BASE YEAR.
(O&MN,N)

402501 R425 FUNDING DOCUMENT
NR:
N5526214Q00245
(O&MN,N)

4026	R425	Services in support of INTERMEDIATE LEVEL PLANNING (PWS Para 37.0). SEE NOTES: A and D. BASE YEAR. (O&MN,N)	12480.0	HR	██████████	██████████	\$567,184.64
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402601 R425 FUNDING DOCUMENT
NR:
N5526214RQ00245
(O&MN,N)

4027	R425	Services in support of INTEGRATED CLASS MAINTENANCE PLAN (ICMP) (PWS Para 38.0). SEE NOTES: A and D. BASE YEAR. (O&MN,N)	16640.0	HR	██████████	██████████	\$744,516.98
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402701 R425 FUNDING DOCUMENT
NR:
N5526214RQ00245
(O&MN,N)

4028	R425	Overtime hours in support of CLINs 4001 through 4027. SEE NOTES: A, B and D. BASE YEAR. (O&MN,N)	6500.0	HR	██████████	██████████	\$502,971.91
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402801 R425 FUNDING DOCUMENT
NR:
N5526214RQ00245
(O&MN,N)

402802 R425 FUNDING DOCUMENT
NR:
N6302314RC003SW
(O&MN,N)

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4029 CDRL CLIN: \$0.00

Contract Data
Requirements List
in support of
CLINs 4001
through 4027,
7101 through
7127, and 7201
through 7227 --
Not Separately
Priced -- SEE
NOTE: E

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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6001	R425	Travel in support of CLINs 4001 through 4028. SEE NOTES: B, C and D. BASE YEAR. (O&MN,N)	1.0	LO	
600101	R425	* LOCAL UNDERWAY * USS CHARLOTTE: MAR 3-21, 2014 * USS CHOSIN: MAR 3-21, 2014 * USS GEORGE WASHINGTON: APR 7-18, 2014 * USS JACKSONVILLE: *APR 14-25, 2014 (O&MN,N)			
600102	R425	* USS VANDEGRIFT (FFG-48) INSURV MI. Event dates: 11-13 Mar 2014 * USS PASEDNA (SSN 752) INSURV MI. Event dates: 11-14 Mar 2014 (O&MN,N)			
6002	R425	Materials in support of CLINs 4001 through 4027. SEE NOTES: B, C and D. BASE YEAR. (O&MN,N)	1.0	LO	
600201	R425	*CAM ROLL			

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GUIDES/PPE
(O&MN,N)

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7101	R425	Services in support of BOARD OF INSPECTION AND SURVEY (INSURV) MATERIAL INSPECTION (MI) (PWS Para 12.0). SEE NOTES: A, B and D. OPTION YEAR 1. (O&MN,N) Option	7680.0	HR	██████████	██████████	\$366,464.17
7102	R425	Services in support of INTEGRATED TEST COORDINATION (PWS Para 13.0). SEE NOTES: A, B and D. OPTION YEAR 1. (O&MN,N) Option	37440.0	HR	██████████	██████████	\$2,370,727.15
7103	R425	Services in support of TOTAL SHIP READINESS ASSESSMENT (TSRA) (PWS Para 14.0). SEE NOTES: A, B and D. OPTION YEAR 1. (O&MN,N) Option	38180.0	HR	██████████	██████████	\$2,120,765.11
7104	R425	Services in support of SURFACE SHIP TSRA VISIT SUPPORT TEAM AND FLEET ASSESSMENT SUPPORT TOOL (FAST) (PWS Para 15.0). SEE NOTES: A, B and D. OPTION YEAR 1. (O&MN,N) Option	22880.0	HR	██████████	██████████	\$915,387.80
7105	R425	Services in support of G1N5 TANK AND VOID	24960.0	HR	██████████	██████████	\$1,371,029.34

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COATING AND GIN6
STRUCTURAL
COATING (PWS Para
16.0). SEE
NOTES: A, B and
D. OPTION YEAR 1.
(O&MN,N)
Option

7106	R425	Services for ARCHITECTURAL SUPPORT(PWS Para 17.0). SEE NOTES: A, B and D. OPTION YEAR 1. (O&MN,N) Option	6240.0	HR	██████████	██████████	\$425,897.51
7107	R425	Services in support of AIR SYSTEMS (PWS Para 18.0). SEE NOTES: A, B and D. OPTION YEAR 1. (O&MN,N) Option	4160.0	HR	██████████	██████████	\$218,835.02
7108	R425	Services in support of FRESH WATER SYSTEMS (PWS Para 19.0). SEE NOTES: A, B and D. OPTION YEAR 1. (O&MN,N) Option	4160.0	HR	██████████	██████████	\$202,044.91
7109	R425	Services in support of ENVIRONMENTAL SYSTEMS (PWS Para 20.0). SEE NOTES: A, B and D. OPTION YEAR 1. (O&MN,N) Option	4160.0	HR	██████████	██████████	\$202,044.91
7110	R425	Services in support of HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEMS (PWS Para 21.0). SEE NOTES: A, B and D. OPTION YEAR 1. (O&MN,N) Option	4160.0	HR	██████████	██████████	\$193,743.41

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7111	R425	Services in support of ELEVATOR SYSTEMS AND HYDRAULICS (PWS Para 22.0). SEE NOTES: A, B and D. OPTION YEAR 1. (O&MN,N) Option	8320.0	HR			\$395,975.44
7112	R425	Services in support of FIRE FIGHTING SYSTEMS (PWS Para 23.0). SEE NOTES: A, B and D. OPTION YEAR 1. (O&MN,N) Option	2080.0	HR			\$101,022.45
7113	R425	Services in support of PAINT AND CORROSION (PWS Para 24.0). SEE NOTE(S): A, B and D. OPTION YEAR 1. (O&MN,N) Option	1040.0	HR			\$61,779.91
7114	R425	Services in support of ELECTRONIC CONTROLS (PWS Para 25.0). SEE NOTES: A, B and D. OPTION YEAR 1. (O&MN,N) Option	2080.0	HR			\$101,022.45
7115	R425	Services in support of MARINE GAS TURBINE PROGRAM (PWS Para 26.0). SEE NOTES: A, B and D. OPTION YEAR 1. (O&MN,N) Option	9360.0	HR			\$471,484.72
7116	R425	Services in support of MAIN AND AUXILIARY DIESEL ENGINE (PWS Para 27.0). SEE NOTES: A, B and D. OPTION YEAR 1. (O&MN,N) Option	8320.0	HR			\$464,952.09

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7117	R425	Services in support of STEAM MAIN PROPULSION PROGRAM (PWS Para 28.0). SEE NOTES: A, B and D. OPTION YEAR 1. (O&MN,N) Option	6240.0	HR	██████████	██████████	\$352,390.20
7118	R425	Services in support of ELECTRICAL PROGRAM (PWS Para 29.0). SEE NOTES: A, B and D. OPTION YEAR 1. (O&MN,N) Option	4160.0	HR	██████████	██████████	\$218,835.02
7119	R425	Services in support of INFRARED SURVEY PROGRAM SUPPORT (PWS Para 30.0). SEE NOTES: A, B and D. OPTION YEAR 1. (O&MN,N) Option	12480.0	HR	██████████	██████████	\$639,067.20
7120	R425	Services in support of VIBRATION ANALYSIS (PWS Para 31.0). SEE NOTES: A, B and D. OPTION YEAR 1. (O&MN,N) Option	2080.0	HR	██████████	\$0.00	\$137,799.71
7121	R425	Services in support of CHIEF ENGINEER AND ENGINEERING MANAGEMENT TEAM (PWS Para 32.0). SEE NOTES: A, B and D. OPTION YEAR 1. (O&MN,N) Option	6240.0	HR	██████████	██████████	\$309,001.74
7122	R425	Services in support of PASSIVE COUNTER MEASURE SYSTEM (PWS Para 33.0). SEE NOTES: A, B and D. OPTION	1040.0	HR	██████████	██████████	\$50,511.23

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YEAR 1. (O&MN,N)
Option

7123	R425	Services in support of DOCK MASTER (PWS Para 34.0). SEE NOTES: A, B and D. OPTION YEAR 1. (O&MN,N) Option	2080.0	HR	██████████	██████████	\$123,559.82
7124	R425	Services in support of GAGE CALIBRATION (PWS Para 35.0). SEE NOTES A, B and D. OPTION YEAR 1. (O&MN,N) Option	14560.0	HR	██████████	\$0.00	\$695,626.37
7125	R425	Services in support of SUBMARINE TOTAL SHIP READINESS ASSESSMENT (PWS Para 36.0). SEE NOTES: A, B and D. OPTION YEAR 1. (O&MN,N) Option	31028.0	HR	██████████	██████████	\$1,809,270.89
7126	R425	Services in support of INTERMEDIATE LEVEL PLANNING (PWS Para 37.0). SEE NOTES: A, B and D. OPTION YEAR 1. (O&MN,N) Option	12480.0	HR	██████████	██████████	\$567,184.64
7127	R425	Services in support of INTEGRATED CLASS MAINTENANCE PLAN (ICMP) (PWS Para 38.0). SEE NOTES: A, B and D. OPTION YEAR 1. (O&MN,N) Option	16640.0	HR	██████████	██████████	\$744,516.98
7128	R425	Overtime hours in support of CLINs 7101 through 7127. SEE NOTES: A, B and D.	6500.0	HR	██████████	██████████	\$503,023.45

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OPTION YEAR 1.
(O&MN,N)
Option

7201	R425	Services in support of BOARD OF INSPECTION AND SURVEY (INSURV) MATERIAL INSPECTION (MI) (PWS Para 12.0). SEE NOTES: A, B and D. OPTION YEAR 2. (O&MN,N) Option	7680.0	HR	██████████	██████████	\$366,464.17
7202	R425	Services in support of INTEGRATED TEST COORDINATION (PWS Para 13.0). SEE NOTES: A, B and D. OPTION YEAR 2. (O&MN,N) Option	37440.0	HR	██████████	██████████	\$2,370,727.15
7203	R425	Services in support of TOTAL SHIP READINESS ASSESSMENT (TSRA) (PWS Para 14.0). SEE NOTES: A, B and D. OPTION YEAR 2. (O&MN,N) Option	38180.0	HR	██████████	██████████	\$2,122,088.18
7204	R425	Services in support of SURFACE SHIP TSRA VISIT SUPPORT TEAM AND FLEET ASSESSMENT SUPPORT TOOL (FAST) (PWS Para 15.0). SEE NOTES: A, B and D. OPTION YEAR 2. (O&MN,N) Option	22880.0	HR	██████████	██████████	\$922,106.87
7205	R425	Services in support of G1N5 TANK AND VOID COATING AND G1N6 STRUCTURAL COATING (PWS Para 16.0). SEE NOTES: A, B and	24960.0	HR	██████████	██████████	\$1,371,029.34

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D. OPTION YEAR 2.
(O&MN,N)
Option

7206	R425	Services for ARCHITECTURAL SUPPORT (PWS Para 17.0). SEE NOTES: A, B and D. OPTION YEAR 2. (O&MN,N) Option	6240.0	HR	██████████	██████████	\$425,897.51
7207	R425	Services in support of AIR SYSTEMS (PWS Para 18.0). SEE NOTES: A, B and D. OPTION YEAR 2. (O&MN,N) Option	4160.0	HR	██████████	██████████	\$218,835.02
7208	R425	Services in support of FRESH WATER SYSTEMS (PWS Para 19.0). SEE NOTES: A, B and D. OPTION YEAR 2. (O&MN,N) Option	4160.0	HR	██████████	██████████	\$202,044.91
7209	R425	Services in support of ENVIRONMENTAL SYSTEMS (PWS Para 20.0). SEE NOTES: A, B and D. OPTION YEAR 2. (O&MN,N) Option	4160.0	HR	██████████	██████████	\$202,044.91
7210	R425	Services in support of HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEMS (PWS Para 21.0). SEE NOTES: A, B and D. OPTION YEAR 2. (O&MN,N) Option	4160.0	HR	██████████	██████████	\$193,743.41
7211	R425	Services in support of ELEVATOR SYSTEMS AND HYDRAULICS (PWS Para 22.0).	8320.0	HR	██████████	██████████	\$395,975.44

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SEE NOTES: A, B
and D. OPTION
YEAR 2. (O&MN,N)
Option

7212	R425	Services in support of FIRE FIGHTING SYSTEMS (PWS Para 23.0). SEE NOTES: A, B and D. OPTION YEAR 2. (O&MN,N) Option	2080.0	HR	██████████	██████████	\$101,022.45
7213	R425	Services in support of PAINT AND CORROSION (PWS Para 24.0). SEE NOTE(S): A, B and D. OPTION YEAR 2. (O&MN,N) Option	1040.0	HR	██████████	██████████	\$61,779.91
7214	R425	Services in support of ELECTRONIC CONTROLS (PWS Para 25.0). SEE NOTES: A, B and D. OPTION YEAR 2. (O&MN,N) Option	2080.0	HR	██████████	██████████	\$101,022.45
7215	R425	Services in support of MARINE GAS TURBINE PROGRAM (PWS Para 26.0). SEE NOTES: A, B and D. OPTION YEAR 2. (O&MN,N) Option	9360.0	HR	██████████	██████████	\$471,484.72
7216	R425	Services in support of MAIN AND AUXILIARY DIESEL ENGINE (PWS Para 27.0). SEE NOTES: A, B and D. OPTION YEAR 2. (O&MN,N) Option	8320.0	HR	██████████	██████████	\$464,952.09
7217	R425	Services in support of STEAM MAIN PROPULSION PROGRAM (PWS Para 28.0). SEE	6240.0	HR	██████████	██████████	\$352,390.20

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NOTES: A, B and
D. OPTION YEAR 2.
(O&MN,N)
Option

7218	R425	Services in support of ELECTRICAL PROGRAM (PWS Para 29.0). SEE NOTES: A, B and D. OPTION YEAR 2. (O&MN,N) Option	4160.0	HR	██████████	██████████	\$218,835.02
7219	R425	Services in support of INFRARED SURVEY PROGRAM SUPPORT (PWS Para 30.0). SEE NOTES: A, B and D. OPTION YEAR 2. (O&MN,N) Option	12480.0	HR	██████████	██████████	\$639,067.20
7220	R425	Services in support of VIBRATION ANALYSIS (PWS Para 31.0). SEE NOTES: A, B and D. OPTION YEAR 2. (O&MN,N) Option	2080.0	HR	██████████	\$0.00	\$137,799.71
7221	R425	Services in support of CHIEF ENGINEER AND ENGINEERING MANAGEMENT TEAM (PWS Para 32.0). SEE NOTES: A, B and D. OPTION YEAR 2. (O&MN,N) Option	6240.0	HR	██████████	██████████	\$309,001.74
7222	R425	Services in support of PASSIVE COUNTER MEASURE SYSTEM (PWS Para 33.0). SEE NOTES: A, B and D. OPTION YEAR 2. (O&MN,N) Option	1040.0	HR	██████████	██████████	\$50,511.23
7223	R425	Services in support of DOCK	2080.0	HR	██████████	██████████	\$123,559.82

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MASTER (PWS Para
34.0). SEE
NOTES: A, B and
D. OPTION YEAR 2.
(O&MN,N)
Option

7224	R425	Services in support of GAGE CALIBRATION (PWS Para 35.0). SEE NOTES A, B and D. OPTION YEAR 2. (O&MN,N) Option	14560.0	HR	██████████	\$0.00	\$695,626.37
7225	R425	Services in support of SUBMARINE TOTAL SHIP READINESS ASSESSMENT (PWS Para 36.0). SEE NOTES: A, B and D. OPTION YEAR 2. (O&MN,N) Option	31028.0	HR	██████████	██████████	\$1,811,148.34
7226	R425	Services in support of INTERMEDIATE LEVEL PLANNING (PWS Para 37.0). SEE NOTES: A, B and D. OPTION YEAR 2. (O&MN,N) Option	12480.0	HR	██████████	██████████	\$567,184.64
7227	R425	Services in support of INTEGRATED CLASS MAINTENANCE PLAN (ICMP) (PWS Para 38.0). SEE NOTES: A, B and D. OPTION YEAR 2. (O&MN,N) Option	16640.0	HR	██████████	██████████	\$744,516.98
7228	R425	Overtime hours in support of CLINS 7201 through 7227. SEE NOTES: A, B and D. OPTION YEAR 2. (O&MN,N) Option	6500.0	HR	██████████	██████████	\$503,131.44

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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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9101	R425	Travel in support of CLINs 7101 through 7128. SEE NOTES: B, C and D. OPTION YEAR 1. (O&MN,N) Option	1.0	LO	██████████
9102	R425	Materials in support of CLINs 7101 through 7127. SEE NOTES: B, C and D. OPTION YEAR 1. (O&MN,N) Option	1.0	LO	██████████
9201	R425	Travel in support of CLINs 7201 through 7128. SEE NOTES: B, C and D. OPTION YEAR 2. (O&MN,N) Option	1.0	LO	██████████
9202	R425	Materials in support of CLINs 7201 through 7227. SEE NOTES: B, C and D. OPTION YEAR 2. (O&MN,N) Option	1.0	LO	██████████

NOTES:

NOTE A: For Labor Items, Offerors shall propose labor hours specified in SECTION B to perform the requirements of the Statement of Work provided for the period of performance specified in SECTION F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT-ALT 1) and LEVEL OF EFFORT - ALT 1 clauses apply to these Items. Subcontractor Labor shall be billed under these line items.

NOTE B: Option Item to which FAR 52.217-8 Option to Extend Services and 52.217-9 Option to Extend the Term of the Contract in SECTION I applies and which is to be supplied only if and to the extent said option is exercised

NOTE C: This Item is non-fee bearing and shall be priced as cost only. Non-fee bearing refers to fee, not allowable indirect costs or burdens.

NOTE D: Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the multiple types of funds that will be used under this Order, in accordance with NAVSEA clause 5252.232-9104 Allotment of Funds (Jan 2008).

NOTE E: The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form

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1423, Exhibit (A), attached hereto.

CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

CLIN	CONTRACT TYPE	CLIN	CONTRACT TYPE	CLIN	CONTRACT TYPE
4001	CPFF	7101	CPFF	7201	CPFF
4002	CPFF	7102	CPFF	7202	CPFF
4003	CPFF	7103	CPFF	7203	CPFF
4004	CPFF	7104	CPFF	7204	CPFF
4005	CPFF	7105	CPFF	7205	CPFF
4006	CPFF	7106	CPFF	7206	CPFF
4007	CPFF	7107	CPFF	7207	CPFF
4008	CPFF	7108	CPFF	7208	CPFF
4009	CPFF	7109	CPFF	7209	CPFF
4010	CPFF	7110	CPFF	7210	CPFF
4011	CPFF	7111	CPFF	7211	CPFF
4012	CPFF	7112	CPFF	7212	CPFF
4013	CPFF	7113	CPFF	7213	CPFF
4014	CPFF	7114	CPFF	7214	CPFF
4015	CPFF	7115	CPFF	7215	CPFF
4016	CPFF	7116	CPFF	7216	CPFF
4017	CPFF	7117	CPFF	7217	CPFF
4018	CPFF	7118	CPFF	7218	CPFF
4019	CPFF	7119	CPFF	7219	CPFF
4020	CPFF	7120	CPFF	7220	CPFF
4021	CPFF	7121	CPFF	7221	CPFF
4022	CPFF	7122	CPFF	7222	CPFF
4023	CPFF	7123	CPFF	7223	CPFF
4024	CPFF	7124	CPFF	7224	CPFF
4025	CPFF	7125	CPFF	7225	CPFF
4026	CPFF	7126	CPFF	7226	CPFF
4027	CPFF	7127	CPFF	7227	CPFF
4028	CPFF	7128	CPFF	7228	CPFF
4029	NSP	9101	COST ONLY	9201	COST ONLY
6001	COST ONLY	9102	COST ONLY	9202	COST ONLY
6002	COST ONLY				

LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

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.

PAYMENT FOR ENGINEERING SERVICES AND SUPPORT – ALTERNATE I (NAVSEA) (JAN 2008)

(a) Invoices for engineering services and overtime shall contain the name(s) of engineer(s), date(s) and place(s) of performance, and a brief description of the services performed. This information may be included in the Comments tab of the applicable WAWF document. Each invoice shall be accompanied by a copy of the authorization for services and the original certification of performance. These documents may be attached to the invoice as described in the Invoice Instructions in SECTION G. A copy of each invoice shall be furnished to the applicable COR identified in SECTION G under Contract Administration Data.

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(b) Invoices for subsistence and transportation shall be supported by a statement of actual costs incurred by the Contractor and claimed to be reimbursable and shall be in such form and reasonable detail as required by the cognizant Defense Contract Audit Agency (DCAA). The Government shall make provisional payment after submission of each invoice and statement of costs. At any time prior to final payment, DCAA may audit the invoice(s) and statement(s) of costs, as appropriate.

(c) Each provisional payment for subsistence and transportation costs shall be subject to reduction to the extent any amount included in the related invoice and statement of costs is found not to be reimbursable under the support item(s) and shall also be subject to reduction for overpayment or to increase for underpayment on preceding invoices. Any disputes under this requirement shall be determined in accordance with the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

(d) Separate invoices shall be submitted for selected replacement repair parts subsequent to the establishment of prices therefor in accordance with SECTION C of this contract.

PAYMENT OF FEES(S) (LEVEL OF EFFORT – ALTERNATE I) (NAVSEA) (MAY 2010)

Applicable to CLIN 4001 through 4028, and if exercised, CLINS 7101 through 7128 and 7201 through 7228.

(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 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.

REFUNDS (SPARES AND SUPPORT EQUIPMENT) (NAVSEA) (SEP 1990)

(a) In the event that the price of a spare part or item of support equipment delivered under this contract significantly exceeds its intrinsic value, the Contractor agrees to refund the difference. Refunds will only be made for the difference between the intrinsic value of the item at the time an agreement on price was reached and the contract price. Refunds will not be made to recoup the amount of cost decreases that occur over time due to productivity gains (beyond economic purchase quantity considerations) or changes in market conditions.

(b) For purposes of this requirement, the intrinsic value of an item is defined as follows:

(1) If the item is one which is sold or is substantially similar or functionally equivalent to one that is sold in substantial quantities to the general public, intrinsic value is the established catalog or market price, plus the value of any unique requirements, including delivery terms, inspection, packaging, or labeling.

(2) If there is no comparable item sold in substantial quantities to the general public, intrinsic value is defined as the price an individual would expect to pay for the item based upon an economic purchase quantity as defined in FAR 52.207-4, plus the value of any unique requirements, including delivery terms, inspection, packaging or labeling.

(c) At any time up to two years after delivery of a spare part or item of support equipment, the Contracting Officer may notify the Contractor that based on all information available at the time of the notice, the price of the part or item apparently exceeds its intrinsic value.

(d) If notified in accordance with paragraph (c) above, the Contractor agrees to enter into good faith negotiations with the Government to determine if, and in what amount, the Government is entitled to a refund.

(e) If agreement pursuant to paragraph (d) above cannot be reached, and the Navy's return of the new or unused item to the Contractor is practical, the Navy, subject to the Contractor's agreement, may elect to return the item to the Contractor. Upon return of the item to its original point of Government acceptance, the Contractor shall refund in full the price paid.

If no agreement pursuant to paragraph (d) above is reached, and return of the item by the Navy is impractical, the Contracting Officer may, with the approval of the Head of the Contracting Activity, issue a Contracting Officer's final decision on the matter, subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1).

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(f) The Contractor will make refunds, as required under this requirement, in accordance with instructions from the Contracting Officer.

(g) The Contractor shall not be liable for a refund if the Contractor advised the Contracting Officer in a timely manner that the price it would propose for a spare part or item of support equipment exceeded its intrinsic value, and with such advice, specified the estimated proposed price, the estimated intrinsic value and known alternative sources or item, if any, that can meet the requirement.

(h) This requirement does not apply to any spare parts or items of support equipment whose price is determined through adequate price competition. This requirement also does not apply to any spare part or item of support equipment with a unit price in excess of \$100,000; or in excess of \$25,000 if the Contractor submitted, and certified the currency, accuracy and completeness of, cost or pricing data applicable to the item.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

See the Performance Work Statement, Attachment (1).

SUMMARY

BACKGROUND:

The Southwest Regional Maintenance Center (SWRMC) has primary responsibility to provide direct support to Fleet units and Type Commanders in matters of waterfront repair, assessment, techniques, and training associated with the operation, installation, maintenance, repair and readiness of shipboard equipment and systems. Using Information Technology (IT) and leveraging specialized experiences of the Command's personnel and contracting resources, SWRMC has implemented various programs to increase the reliability and maintainability of shipboard Combat Systems (CS) and Hull, Mechanical and Electrical (HM&E) systems. This process involves dedicated field technical support, enhanced availability planning, emergent systematic technical and repair assistance, automated maintenance techniques, documentation and procedures, in accordance with defined Navy maintenance philosophies, and systematic program management oversight.

PURPOSE:

Provide forward thinking, innovative, and well integrated/coordinated support that supports SWRMC's vision to be the Navy's premier maintenance organization. The contractor shall supply a full range of technical and repair support services throughout SWRMC's Engineering Department. The support team shall align itself to support the Government staff using a cost effective labor mix and number of support personnel with an adaptable, flexible structure that is suited to accomplishing both planned and emergent tasks.

ACCESS TO THE NAVY SUPPLY SYSTEM (NAVSEA) (MAR 2011)

(a) In compliance with the comparability requirement of 10 U.S.C. 7314, Public and Private Shipyards will be provided equal access to the Naval Supply System. Use by private yards is permissive, not mandatory.

(b) Pursuant to the clause of this contract entitled "GOVERNMENT SUPPLY SOURCES" (FAR 52.251-1) the Contracting Officer hereby authorizes the Contractor to place orders with the Navy Supply System for materials and equipment or other supplies necessary to perform the required work. The Naval Supply System shall process such orders in the same manner as it would for any other Navy supply user, and the Contractor shall make payment on account of materials and equipment and other supplies ordered and/or received in accordance with the normal requirements of the Naval Supply Systems Command, but in no event shall payment in full be any later than 30 days after receipt by the Contractor of each order. The Contractor shall pay the Naval Supply System any costs for materials, equipments, or other supplies obtained including any surcharges normally charged to any other Naval Supply System user.

(c) This job order has been priced on the basis that, except as specifically provided elsewhere in this contract with regards to Government furnished property, the Contractor shall provide all necessary materials, equipments and supplies for performance of this contract. If the Contractor uses the Naval Supply System, it has elected to use the system for its own convenience to meet its contractual obligations to perform the work under this contract. The Naval Supply System is considered to be an alternate source or vendor of contractor furnished material; therefore materials, equipments, or other supplies ordered and/or obtained from the Naval Supply System are specifically not considered to be Government furnished material, but are considered to be contractor furnished material. The Government makes no representation as to the availability of materials, equipments, or other supplies for the performance of the work required under this contract, nor shall unavailability, late delivery, delivery of non-conforming supplies, higher costs of the Naval Supply System (if any), or any failure of the Naval Supply System to meet the expectations or requirements of the Contractor constitute excusable delay or grounds for equitable or any other adjustment to the contract or relief from the requirement to perform in accordance with the terms of the contract.

ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where

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and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor (as designated by the Contracting Officer at a later time) to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

ACCESS TO VESSELS BY NON-U.S. CITIZENS (NAVSEA) (DEC 2005)

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this contract or agreement.

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO.

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the

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continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.)

ADDITIONAL PROVISIONS RELATING TO GOVERNMENT PROPERTY (NAVSEA) (SEP 2009)

(a) For purposes of paragraph (h) of the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) in addition to those items of property defined in that clause as Government Property, the following shall also be included within the definition of Government Property:

- (1) the vessel;
- (2) the equipment on the vessel;
- (3) movable stores;
- (4) cargo; and
- (5) other material on the vessel.

(b) For purposes of paragraph (b) of the clause entitled "GOVERNMENT PROPERTY", notwithstanding any other requirement of this contract, the following shall not be considered Government Property:

- (1) the vessel;
- (2) the equipment on the vessel;
- (3) movable stores; and
- (4) other material on the vessel.

APPROVAL BY THE GOVERNMENT (AT) (NAVSEA) (JAN 1983)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

DEPARTMENT OF LABOR SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA) (SEP 1990)

Attention of the Contractor is directed to the Occupational Safety and Health Act of 1970 (29 USC 651-678), and to the Safety and Health Regulations for Ship Repairing (29 CFR 1915), promulgated under Public Law 85-742, amending Section 41 of the Longshoremen's and Harbor Workers' Compensation Act (33 USC 941), and adopted by the Department of Labor as occupational safety or health standards under Section 6(a) of the Occupational Safety and Health Act of 1970 (See 29 CFR 1910.13). These regulations apply to all ship repair and related work, as defined in the regulations performed under this contract on the navigable waters of the United States including any dry dock and marine railway. Nothing contained in this contract shall be construed as relieving the Contractor from

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any obligations which it may have for compliance with the aforesaid regulations.

DISPOSAL OF SCRAP (NAVSEA) (JAN 2008)

(a) All Government scrap resulting from accomplishment of any job order is the property of the Contractor to be disposed as it sees fit. Scrap is defined as property that has no reasonable prospect of being sold except for the recovery value of its basic material content. The determination as to which materials are scrap and which materials are salvage, will be made, or concurred in, by the duly appointed Property Administrator for the cognizant SUPSHIP or RMC Office.

(b) As consideration for retaining the Government's scrap, the Contractor's price for the performance of the work required herein shall be a net price reflecting the value of the Government scrap.

(c) This requirement is not intended to conflict in any way with the clauses of this contract entitled "PERFORMANCE" (DFARS 252.217-7010) or "GOVERNMENT PROPERTY (FIXED PRICE-CONTRACTS)" (FAR 52.245-2) under the Master Contract in effect at the time of job order award, nor does it relieve the Contractor of any other requirement under such clauses.

EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

GOVERNMENT SURPLUS PROPERTY (NAVSEA) (SEP 1990)

No former Government surplus property or residual inventory resulting from terminated Government contracts shall be furnished under this contract unless (i) such property is identified in the Special Contract Requirements or (ii) is approved in writing by the Contracting Officer. Notwithstanding any such identification in the Special Contract Requirements or approval by the Contracting Officer, the Contractor agrees all items or components described in this requirement shall comply in all respects with the specifications contained herein.

INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (COST TYPE) – ALTERNATE I (NAVSEA) (SEP 2009)

(a) Contract Specifications. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in SECTION C.

(b) Contract Drawings and Data. The Government will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited or referenced in SECTION C or in the contract specification as mandatory for use or for contract guidance.

(c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material enumerated on NAVSEA Form 4205/19 or Schedule A, as applicable, attached to the contract. The Government shall furnish only the GFI identified on the NAVSEA Form 4340/2 or Schedule C, as applicable, attached to the contract. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI on the NAVSEA Form 4340/2 or Schedule C, as applicable, as follows:

(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance

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with the procedures provided for in the clause of this contract entitled "CHANGES--COST- REIMBURSEMENT" (FAR 52.243-2) or "CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS" (FAR 52.243-3).

(d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI listed on the NAVSEA Form 4340/2 or Schedule C, as applicable, the clause of this contract entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES" (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(e) Referenced Documentation. The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the contract specifications set forth in SECTION C and which are applicable to this contract as specifications. Such referenced documentation may be obtained:

(1) From the ASSIST database via the internet at <http://assist.daps.dla.mil/>; or

(2) By submitting a request to the:

Department of Defense Single Stock Point (DoDSSP) Building 4, Section D
700 Robbins Avenue
Philadelphia, Pennsylvania 19111-5094
Telephone (215) 697-6396
Facsimile (215) 697-9398

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

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

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

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

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

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(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

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

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

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

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

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

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

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

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

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

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

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PROTECTION OF THE VESSEL (NAVSEA) (SEP 1990)

(a) The Contractor shall exercise reasonable care, as agreed upon with the Supervisor, to protect the vessel from fire, and shall maintain a system of inspection over the activities of its welders, burners, riveters, painters, pipe fitters, and similar workers, and of its subcontractors, particularly where such activities are undertaken in the vicinity of the vessel's magazines, fuel oil tanks, or store rooms containing inflammable materials. All ammunition, fuel oil, motor fuels, and cleaning fluids shall have been off-loaded and the tanks cleaned, except as may be mutually agreed upon between the Contractor and the Supervisor prior to work on the vessel by the Contractor. Fire hose lines shall be maintained by the Contractor ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock. All tanks under alteration or repair shall be cleaned, washed, and steamed out or otherwise made safe to the extent necessary, and the Contractor shall furnish the vessel's Gas Free Officer and the Supervisor with a "Gas Chemists' Certificate" before any hot work is done. The Contractor shall maintain a fire watch aboard the vessel in areas where the Contractor is working. All other fire watches aboard the vessel shall be the responsibility of the Government.

(b) Except as otherwise provided in contractually invoked technical specifications or NAVSEA furnished directives, while the vessel is at the Contractor's plant and when the temperature becomes as low as thirty-five degrees Fahrenheit, the Contractor shall assist the Government when requested in keeping all pipe-lines, fixtures, traps, tanks, and other receptacles on the vessel drained to avoid damage from freezing, or if this is not practicable, the vessel shall be kept heated to prevent such damage. The vessel's stern tube and propeller hubs shall be protected by the Contractor from frost damage by applied heat through the use of a salamander or other proper means.

(c) The work shall, whenever practicable, be performed in such manner as not to interfere with the work performed by military personnel attached to the vessel, and provisions shall be made so that personnel assigned shall have access to the vessel at all times, it being understood that such personnel will not unduly interfere with the work of the Contractor's workmen.

(d) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees, or the work performed by the Contractor in accordance with this contract, and at the completion of such work shall remove all rubbish from and about the site of the work, and shall leave the work in its immediate vicinity "broom clean", unless more exactly specified by the Supervisor.

QUALIFICATION OF CONTRACTOR NONDESTRUCTIVE TESTING (NDT) PERSONNEL (NAVSEA) (APR 2004)

(a) The Contractor and any Nondestructive Testing (NDT) subcontractor shall utilize for the performance of required NDT, only Level I, II and III personnel currently certified in accordance with NAVSEA Technical Publication T9074-AS-GIB-010/271, ACN Notice 1 of 16 Feb 99. Documentation pertaining to the qualification and certification of NDT personnel shall be made available to the Contracting Officer for review upon request.

(b) These requirements do not apply with respect to nuclear propulsion plant systems and other matters under the technical cognizance of SEA 08. Because of health and safety considerations, such matters will continue to be handled as directed by SEA 08.

SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements.

All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

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

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:

The support contractor does 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 Mark Stiles, Deputy Director, E-Business Division, mark.stiles@navy.mil, 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.

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SECTION D PACKAGING AND MARKING

MARKING OF REPORTS (NAVSEA) (SEP 1990)

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

- 1) name and business address of the Contractor
- 2) contract number
- 3) contract dollar amount
- 4) whether the contract was competitively or non-competitively awarded
- 5) sponsor:

COMMANDING OFFICER
SOUTHWEST REGIONAL MAINTENANCE CENTER
SAN DIEGO, CA

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SECTION E INSPECTION AND ACCEPTANCE

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 (see Exhibit (A)).

INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES AND ODCs

Inspection and acceptance for all CLINs shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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SECTION F DELIVERABLES OR PERFORMANCE

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

4001	3/1/2014 - 2/28/2015
4002	3/1/2014 - 2/28/2015
4003	3/1/2014 - 2/28/2015
4004	3/1/2014 - 2/28/2015
4005	3/1/2014 - 2/28/2015
4006	3/1/2014 - 2/28/2015
4007	3/1/2014 - 2/28/2015
4008	3/1/2014 - 2/28/2015
4009	3/1/2014 - 2/28/2015
4010	3/1/2014 - 2/28/2015
4011	3/1/2014 - 2/28/2015
4012	3/1/2014 - 2/28/2015
4013	3/1/2014 - 2/28/2015
4014	3/1/2014 - 2/28/2015
4015	3/1/2014 - 2/28/2015
4016	3/1/2014 - 2/28/2015
4017	3/1/2014 - 2/28/2015
4018	3/1/2014 - 2/28/2015
4019	3/1/2014 - 2/28/2015
4020	3/1/2014 - 2/28/2015
4021	3/1/2014 - 2/28/2015
4022	3/1/2014 - 2/28/2015
4023	3/1/2014 - 2/28/2015
4024	3/1/2014 - 2/28/2015
4025	3/1/2014 - 2/28/2015
4026	3/1/2014 - 2/28/2015
4027	3/1/2014 - 2/28/2015
4028	3/1/2014 - 2/28/2015
6001	3/1/2014 - 2/28/2015
6002	3/1/2014 - 2/28/2015

CLIN - DELIVERIES OR PERFORMANCE

Services to be performed hereunder will be provided at primarily U.S. Government and/or the Contractor's facilities in the San Diego/Southern California area. It is anticipated that infrequent travel to locations outside the San Diego area may also be required. Examples of such locations outside the San Diego/Southern California area include, but are not limited to, Port Hueneme, CA; Pearl Harbor, HI; Seattle, Bremerton and Everett, WA; Charleston, SC; Norfolk, VA; Philadelphia, PA; Washington, D.C.; Yokosuka and Sasebo, Japan; Singapore; the Arabian/Persian Gulf Area of Operations (including Bahrain, Jebel Ali and Dubai); South Korea; Guam; and at sea on various U.S. Navy, U.S. Coast Guard, Military Sealift Command (MSC) and Foreign Military Sales (FMS) ships, vessels and craft under the jurisdiction of Southwest Regional Maintenance Center.

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DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423 (see Exhibit (A)).

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SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY FULL TEXT

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.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

- (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 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 System for Award Management 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

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

Inspection: Destination (N55262) Acceptance: Destination (N55262)

(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*

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Field Name in WAWF

Data to be entered in WAWF

Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N55262
Admin DoDAAC	N55262
Inspect By DoDAAC	N55262
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N55262
Service Approver (DoDAAC)	N55262
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N55262
LPO DoDAAC	HAA05B
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	

(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.

jennifer.rauschendor@navy.mil

cort.furuoka@navy.mil

(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.

SWRMC WAWF POC: Mr. Charles Pierce, (619)556-2291, e-mail: charles.w.pierce1@navy.mil

NAVSEA WAWF POC: Margaret Morgan, (202)781-4815, e-mail: margaret.morgan.ctr@navy.mil

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

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.

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CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

CONTRACTING OFFICER'S
REPRESENTATIVE (COR):

SOUTHWEST REGIONAL MAINTENANCE CENTER
ATTN: CORT FURUOKA
3755 BRINSER STREET, SUITE 1
NAVAL BASE SAN DIEGO, CA 92136
Telephone No.: (619) 251-1307
Email Address:cort.furuoka@navy.mil@navy.mil

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

PURCHASING OFFICE REPRESENTATIVE:

SOUTHWEST REGIONAL MAINTENANCE CENTER
ATTN: ALICEN MALONEY
3755 BRINSER STREET, SUITE 1
NAVAL BASE SAN DIEGO, CA 92136
Telephone No.: (619) 556-5989
Email Address: alicen.maloney@navy.mil

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (NAVSEA) (JAN 2008)

For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment from each ACRN within the contract or order in the same proportion as the amount of funding currently unliquidated for each ACRN (*contract-wide: proration*).

Accounting Data

SLINID	PR Number	Amount
400201		330000.00
LLA :		
AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q		
Standard Number: N5526214RQ00245		
400301		1062000.00
LLA :		
AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q		
Standard Number: N5526214RQ00245		
400401		258000.00
LLA :		

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AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
Standard Number: N5526214RQ00245

400501 690000.00

LLA :

AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
Standard Number: N5526214Q00245

400601 213000.00

LLA :

AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
Standard Number: N5526214Q00245

400701 110000.00

LLA :

AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
Standard Number: N5526214Q00245

400801 103000.00

LLA :

AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
Standard Number: N5526214Q00245

400901 103000.00

LLA :

AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
Standard Number: N5526214Q00245

401001 97000.00

LLA :

AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
Standard Number: N5526214Q00245

401101 198000.00

LLA :

AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
Standard Number: N5526214Q00245

401201 52000.00

LLA :

AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
Standard Number: N5526214Q00245

401301 30900.00

LLA :

AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
Standard Number: N5526214Q00245

401401 52000.00

LLA :

AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
Standard Number: N5526214Q00245

401501 210000.00

LLA :

AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
Standard Number: N5526214Q00245

401601 240000.00

LLA :

AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
Standard Number: N5526214Q00245

401701 177000.00

LLA :

AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
Standard Number: N5526214Q00245

401801 110000.00

LLA :

AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
Standard Number: N5526214Q00245

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401901 320000.00
 LLA :
 AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
 Standard Number: N5526214Q00245

402001 69000.00
 LLA :
 AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
 Standard Number: N5526214Q00245

402101 155000.00
 LLA :
 AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
 Standard Number: N5526214Q00245

402201 26000.00
 LLA :
 AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
 Standard Number: N5526214Q00245

402301 63000.00
 LLA :
 AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
 Standard Number: N5526214Q00245

402501 540000.00
 LLA :
 AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
 Standard Number: N5526214Q00245

402601 285000.00
 LLA :
 AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
 Standard Number: N5526214RQ00245

402701 375000.00
 LLA :
 AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
 Standard Number: N5526214RQ00245

402801 252000.00
 LLA :
 AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
 Standard Number: N5526214RQ00245

600101 88620.00
 LLA :
 AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
 Standard Number: N5526214Q00245

600201 10000.00
 LLA :
 AA 1741804.70BA 252 55262 0 068688 2D Q00245 55262400H21Q
 Standard Number: N5526214Q00245

BASE Funding 6219520.00
 Cumulative Funding 6219520.00

MOD 01

402401 350000.00
 LLA :
 AB 1741804.70BA 252 55262 R 068688 2D QD0225 55262400BHQQ
 Standard Number: N5526214RQD0225

MOD 01 Funding 350000.00
 Cumulative Funding 6569520.00

MOD 02

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400101 13580.00
LLA :
AC 1741804.60TA 253 63023 068892 2D C003SW 63023400987Q
Standard Number: N6302314RC003SW

402802 5476.00
LLA :
AC 1741804.60TA 253 63023 068892 2D C003SW 63023400987Q
Standard Number: N6302314RC003SW

600102 125.00
LLA :
AC 1741804.60TA 253 63023 068892 2D C003SW 63023400987Q
Standard Number: N6302314RC003SW

MOD 02 Funding 19181.00
Cumulative Funding 6588701.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
400101	\$13,328	\$252	01 March 2014 – 28 February 2015
400201	\$322,004	\$7,996	01 March 2014 – 28 February 2015
400301	\$1,023,900	\$38,100	01 March 2014 – 28 February 2015
400401	\$254,249	\$3,751	01 March 2014 – 28 February 2015
400501	\$654,028	\$35,972	01 March 2014 – 28 February 2015
400601	\$209,778	\$3,222	01 March 2014 – 28 February 2015
400701	\$107,353	\$2,647	01 March 2014 – 28 February 2015
400801	\$97,630	\$5,370	01 March 2014 – 28 February 2015
400901	\$97,630	\$5,370	01 March 2014 – 28 February 2015
401001	\$91,943	\$5,057	01 March 2014 – 28 February 2015
401101	\$190,749	\$7,251	01 March 2014 – 28 February 2015
401201	\$49,289	\$2,711	01 March 2014 – 28 February 2015

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401301	\$29,289	\$1,611	01 March 2014 – 28 February 2015
401401	\$49,289	\$2,711	01 March 2014 – 28 February 2015
401501	\$203,156	\$6,844	01 March 2014 – 28 February 2015
401601	\$230,571	\$9,429	01 March 2014 – 28 February 2015
401701	\$174,355	\$2,645	01 March 2014 – 28 February 2015
401801	\$107,353	\$2,647	01 March 2014 – 28 February 2015
401901	\$303,318	\$16,682	01 March 2014 – 28 February 2015
402001	\$69,000	\$0	01 March 2014 – 28 February 2015
4021001	\$146,919	\$8,081	01 March 2014 – 28 February 2015
402201	\$24,645	\$1,355	01 March 2014 – 28 February 2015
402301	\$59,716	\$3,284	01 March 2014 – 28 February 2015
402401	\$350,000	\$0	01 March 2014 – 28 February 2015
402501	\$534,076	\$5,924	01 March 2014 – 28 February 2015
402601	\$270,142	\$14,858	01 March 2014 – 28 February 2015
402701	\$355,450	\$19,550	01 March 2014 – 28 February 2015
402801	\$238,863	\$13,137	01 March 2014 – 28 February 2015
402802	\$5,190	\$286	01 March 2014 – 28 February 2015
600101	\$83,600	N/A	01 March 2014 – 28 February 2015
600102	\$125	N/A	01 March 2014 – 28 February 2015
600201	\$10,000	N/A	01 March 2014 – 28 February 2015

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

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

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)

(a) The Contractor shall participate in the appropriate interchange of the Government- Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center
P.O. Box 8000
Corona, CA 92878-8000
Phone: (951) 898-3207
FAX: (951) 898-3250
Internet: <http://www.gidep.org>

5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in SECTIONS B and C of this contract. The total level of effort for the performance of this contract,

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including all options, shall be up to 902,244 total labor hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total labor hours of direct labor set forth above, it is estimated that zero labor 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 (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in SECTIONS B and C.

(d) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total labor 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.

(e) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total labor 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.

(f) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = (\text{Fee}) * ((\text{Required LOE} - \text{Expended LOE}) / (\text{Required LOE}))$$

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of labor hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of labor hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an overrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract

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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.

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

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 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.

5252.242-9115 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.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within one day.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

ITEMS	LATEST OPTION EXERCISE DATE
7101	2/28/2015
7102	2/28/2015
7103	2/28/2015
7104	2/28/2015
7105	2/28/2015
7106	2/28/2015
7107	2/28/2015
7108	2/28/2015
7109	2/28/2015
7110	2/28/2015
7111	2/28/2015
7112	2/28/2015
7113	2/28/2015
7114	2/28/2015
7115	2/28/2015
7116	2/28/2015
7117	2/28/2015
7118	2/28/2015
7119	2/28/2015
7120	2/28/2015
7121	2/28/2015
7122	2/28/2015
7123	2/28/2015
7124	2/28/2015
7125	2/28/2015
7126	2/28/2015
7127	2/28/2015
7128	2/28/2015
9101	2/28/2015
9102	2/28/2015

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7201	2/29/2016
7202	2/29/2016
7203	2/29/2016
7204	2/29/2016
7205	2/29/2016
7206	2/29/2016
7207	2/29/2016
7208	2/29/2016
7209	2/29/2016
7210	2/29/2016
7211	2/29/2016
7212	2/29/2016
7213	2/29/2016
7214	2/29/2016
7215	2/29/2016
7216	2/29/2016
7217	2/29/2016
7218	2/29/2016
7219	2/29/2016
7220	2/29/2016
7221	2/29/2016
7222	2/29/2016
7223	2/29/2016
7224	2/29/2016
7225	2/29/2016
7226	2/29/2016
7227	2/29/2016
7228	2/29/2016
9201	2/29/2016
9202	2/29/2016

(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 option(s) under this clause, shall not exceed three (3) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total labor hours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of labor hours specified in paragraph (a) of the aforementioned requirement have been expended.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed the amounts indicated in CLINs 4028, 7128, and 7228 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;

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- (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 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.

52.244-2 SUBCONTRACTS (OCT 2010)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—
- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—
- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract;
or
- (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

N/A

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(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

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(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

ADAPTEC
AMSEC
ASG
BAE SDRS
BAH-ES
KING TECH
IRVINE ENTERPRISES
LIFE CYCLE ENGINEERING
MILLER
MSC
NEVWEST
TMMG
VT-MILCOM

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

CLAUSES INCORPORATED BY REFERENCE

52.232-22 LIMITATION OF FUNDS
52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS

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SECTION J LIST OF ATTACHMENTS

List of Attachments:

- Attachment 1: Performance Work Statement
- Attachment 2: Contract Security Classification Specification DD Form 254
- Attachment 3: Quality Assurance Surveillance Plan (QASP)
- Attachment 4: Contract Discrepancy Report (CDR), DD Form 2772
- Attachment 5: Department of Labor Wage Determinations

List of Exhibits:

- Exhibit A: Contract Data Requirements List, DD Form 1423
- Exhibit A1: CDRL Table of Contents Matrix
- Exhibit A2: CDRL Glossary
- Exhibit A3: CDRL Distribution List
- Exhibit A4: Electronic Data
- Exhibit A5: One-Time Data Item Descriptions (DIDs) for CDRLs A004 and A007