

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 29-Apr-2009	4. REQUISITION/PURCHASE REQ. NO. N00253-09-MR-59394		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NUWC, KEYPORT DIVISION 610 Dowell Street Keyport WA 98345-7610 peter.gervais@navy.mil 360-315-3869	CODE N00253	7. ADMINISTERED BY (If other than Item 6) DCMA SURFACE COMMUNICATION AND SUPPORT SYSTEMS PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427		CODE S3915A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Delphinus Engineering, Inc. 650 Baldwin Tower Eddystone PA 19022-1366		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4033-FY01
		10B. DATED (SEE ITEM 13) 08-Jan-2009
CAGE CODE 08LQ0	FACILITY CODE 884473398	

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)

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).
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-2 Changes - Cost Reimbursement
[]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print) William A. Huebner, Vice president, CFO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Peter R Gervais, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/William A. Huebner (Signature of person authorized to sign)	15C. DATE SIGNED 04-May-2009	16B. UNITED STATES OF AMERICA BY /s/Peter R Gervais (Signature of Contracting Officer)	16C. DATE SIGNED 04-May-2009

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GENERAL INFORMATION

A. The purpose of this modification is to provide funding for all remaining materials in support of CVN77 CV-TSC installation, change the Contracting Officer/Contract Specialist and to correct references in Section C. The Task Order is modified as follows:

- SLIN 300103 is added to provide additional funding in the amount of \$XXX,XXX.XX in support of CVN-77.

B. Section C, paragraphs 3.4 and 5.1.3.3 references corrected as follows:

3.4 Quality Management System. The contractor shall establish a quality management system manual that reflects their Quality Control Program to ensure compliance with requirements of reference ~~2.1 and 2.12~~ **2.a and 2.i**. The contractor may be required to show NAVSEA acceptance of their quality system to the Naval Supervising Authority prior to commencing work. Additionally contractors that use special processes, such as welding and NonDestructive Testing (NDT), must obtain NAVSEA approval for their process procedures as required by applicable process specifications. The contractor's quality system and Quality Control Program are subject to periodic compliance audits by Government representatives through the execution of AIT Navy task orders. Initial submission shall be sixty (60) days before the first contractual installation starts.

5.1.3.3. The contractor shall prepare installation completion documentation as outlined in references ~~2.1, 2.2, and 2.5~~ **2.a, 2.b and 2.e**.

C. Section G, paragraph 2.0, the Contracting Officer and Contract Specialist are changed as follows:

From:
Karen Smith
610 Dowell Street
Keyport, WA 98345
karen.l.smith@navy.mil
360-396-2594

To:
Peter Gervais
610 Dowell Street
Keyport, WA 98345
Peter.gervais@navy.mil
360-315-3869

D. See Sections B & G for added SLIN and accounting and appropriation data.
The total task order ceiling has increased by \$306,570 from \$2,252,920.11 to \$2,559,490.11.

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

The total amount of funds obligated to the task is hereby increased by \$ \$XXX,XXX.XX from \$XXX,XXX.XX to \$XXX,XXX.XX.

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CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
300103	SCN	0.00	\$XXX,XXX.XX	\$XXX,XXX.XX

The total value of the order is hereby increased by \$0.00 from \$ \$XXX,XXX.XX to \$ \$XXX,XXX.XX.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

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

1000	Base Year Labor			
1000AA	Base Year Services - Labor to provide the base services in accordance with the Statement of Work. (SCN)			
1000BA	Base Year Services - Labor to provide the first optional services in accordance with the Statement of Work. (TBD) Option			
1001	Base Year Services - Labor to provide the base services in accordance with the Statement of Work. (SCN)			
100101	Base Year Services - Labor to provide the base services in accordance with the Statement of Work. (SCN)			
1100	Option Year One Labor			
1100AA	Option Year One Services - Labor to provide the base services in accordance with the Statement of Work. (TBD) Option			
1100BA	Option Year One Services - Labor to provide the first optional services in accordance with the Statement of			

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Work. (TBD)
Option

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

3000	Base Year ODCs and Travel		
3000AA	Base Year - ODCs and Travel (IAW Joint Travel Regulation) for base services. (SCN)		
3000BA	Base Year - ODCs and Travel (IAW Joint Travel Regulation) for first optional services. (TBD) Option		
3001	Mod 3: Add all remaining materials for CVN77 CV-TSC in the amount of \$\$XXX,XXX.XX Mod 2: Add Prefab Material for CVN77 CV-TSC Installation Base Year - ODCs and Travel (IAW Joint Travel Regulation) for base services. (SCN)	1.0 Lot	
300101	Base Year - ODCs and Travel (IAW Joint Travel Regulation) for base services. (SCN)		
300102	Base Year Mod 2: Add \$XXX,XXX.XX for CVN 77 CV-TSC Installation prefab material (SCN)		
300103	Base Year Mod 3: Add \$XXX,XXX.XX for CVN 77 CV-TSC for all remaining materials (SCN)		
3100	Option Year One		

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ODCs and Travel

3100AA Option Year One -
ODCs and Travel
(IAW Joint Travel
Regulation) for
base services.
(TBD)
Option

3100BA Option Year One -
ODCs and Travel
(IAW Joint Travel
Regulation) for
first optional
services. (TBD)
Option

1.0 The total of the items outlined on Attachment 1, Cost Summary Format, should equal the total cost of all CLINs. If there is a discrepancy between the total identified on Attachment 1 and the CLIN price identified in Section B, the Section B CLIN price will be held to be the intended proposed price.

2.0 The Government reserves the right to unilaterally change the CLIN structure and numbering at time of award and exercise of options.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK FOR ALTERATION INSTALLATION SUPPORT

1.0 Introduction.

1.1 Background: The Naval Undersea Warfare Center (NUWC) Division Keyport InService Engineering and Integrated Logistics Support (ISE/ILS) Department is responsible for providing Engineering, Maintenance, Alteration Installations, and Technical Support for various Combat Control and C5I systems installed on board U.S. Navy vessels. The Naval Undersea Warfare Center Systems Engineering Division is responsible for: developing alteration installation packages supporting C5I upgrades; fielding combat systems through the alteration installation process; preparing, planning, and providing conformance documentation to support the installation of various alterations; conducting pre-and post-installation testing to verify equipment status; publishing alteration installation results and completion reports; and, maintaining a NAVSEA approved Alteration Installation Team (AIT) Quality Assurance Program and Process.

1.2 Purpose. The purpose of this task order is to provide industrial shipboard installation services in support of the Alteration Installation process. Work under this task order will be done in association with a variety of specific programs, projects, and initiatives that NUWC Division Keyport is responsible for as the execution agent or involved in, in another capacity. Each of these may have their own funding sources and Government staffing and management teams.

1.3 Scope. The contractor shall perform all tasks required and delineated in this Statement of Work (SOW) upon receipt of the Technical Instruction Letter (TIL) from the Task Order Manager (TOM). The contractor shall ensure that all work meets performance objectives, standards, or tolerances specified or included in applicable reference documents. All work shall be performed within time limits specified in the TILs to meet the customer's installation schedule regardless of constraints present onboard the ship or at the facility. Any effort undertaken by the Contractor pursuant to oral directions and instructions, other than in accordance with the provisions herein of the task order, shall be at the Contractor's risk and expense. If the contractor feels they have received direction that is not within the scope of the task order and TIL, they shall notify the Task Order Manager (TOM) and Contracting Officer within 48 hours and receive a ruling before complying.

1. Location. Base Year – Base Quantity of one (1) Ship Change Document (SCD) 1865 is to be performed on CVN77, which is located in Newport News, Virginia at the Northrop-Grumman Newport News Shipbuilding shipyard. The location of the base year optional quantity and the Option Year 1 work remains to be determined.

2. References (Available from Task Order Manager)

- a) TS9090-310 current revision, Alterations to Ships Accomplished by Alteration Installation Teams
- b) Regional Maintenance and Modernization Coordination Office (RMMCO) Guidelines and Procedures
- c) NAVSEA S9AA0-AB-GOS-020 General Specifications for the Overhaul of Surface Ships (GSO)
- d) DOD-STD-2003 Electrical Plant Installation Standard Methods
- e) Joint Fleet Maintenance Manual
- f) Fire Watch Support Schedule
- g) NAVSEA Standard Item 009-07, Confined Space Entry, Certification, Fire Prevention and Housekeeping
- h) 29 CFR Part 1915, Occupational Safety and Health Standards for Shipyard Employment

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- i) 29 CFR Part 1910.134, Occupational Safety and Health Standards, Respirator Protection
- j) NFPA Standard 51B or current revision, Standard for Fire Prevention During Welding, Cutting and Other Hot Work
- k) NFPA Standard 312, Standard for Fire Prevention of Vessels During Construction, Repair and Layup
- l) SCD 1865 / SHIPALT Packages
- m) NAVSEA Standard Item 009-04
- n) A Guide to the Project Management Body of Knowledge, American National Standard ANSI/PMI 99001-2000.

3. General Requirements:

3.1 Project Management. The contractor shall establish and maintain a management program during task order performance, incorporating details of the requirements set forth in this SOW. The management plan must reflect an understanding of all tasks and performance objectives specified in this SOW and describe an approach to satisfy these requirements. As a minimum, the plan shall identify all contractor resources; i.e., equipment, material, supplies, and staffing plan on how these resources will enable the contractor to meet performance objectives.

3.1.1 Subcontractor Management. The contractor is responsible for performance requirements delineated in this SOW, and shall institute appropriate management actions relative to subcontractor performance. Requirements that are contractually specified shall apply to subcontractor performance; however, the contractor shall be accountable for compliance of subcontractors and is responsible for ensuring all deliverable products comply with task order requirements.

3.1.2 Schedule Planning. The contractor shall maintain an accurate schedule of Alteration Installation project events and recommend project schedules, including review and evaluation techniques, which provide for the earliest delivery schedule while at the same time satisfying all requirements in a cost effective manner. The project schedule shall include all significant events, and a Project Planning Milestone Chart shall depict all major tasks and events from start to completion of the task order. The contractor shall notify the Government in writing of any anticipated or projected work stoppages or delays that will impact schedules.

3.1.3 Assignment of Responsibility and Authority. The contractor shall identify the organizational elements responsible for conducting the activities delineated in this SOW. Responsibilities shall be assigned and clear lines of authority defined for determining and controlling the resources necessary to satisfy each element of this SOW. The following billets shall be considered key personnel. The contractor shall appoint, in writing, all persons filling these billets. The contractor shall notify the Government of any changes regarding authority, responsibility, or key personnel changes made by the contractor during the period of performance in accordance with paragraph H7, Substitution of Team Members and Substitution of Personnel, of the basic contract.

- Project Manager. The contractor shall designate a Program Manager (PM) who shall possess sufficient corporate authority to manage, direct, execute and control all elements of the task order. The PM shall serve as the primary technical point of contact between the contractor and the TOM, and be responsible for the coordination of all contractor technical activities related to the task order.
- Project Alteration Installation Team Lead. The contractor shall designate an AIT Lead who shall possess sufficient corporate authority to direct the activities of all AIT members onboard the ship/facility. The AIT Lead is the primary shipboard point of contract (POC) for the AIT. The lead is directly responsible for the conduct of all members of the AIT and responsible for the coordination of all shipboard work. It is anticipated that the AIT lead will work closely with the On-Site Installation Coordinator (OSIC) while coordinating the performance of AIT work. The AIT Lead may have other responsibilities including a trade skill lead position.
- Electrical Lead. The contractor shall designate an electrical lead that shall possess sufficient authority to manage, direct, execute, and control all electrical and electronic elements of the task order. The electrical lead shall have sufficient knowledge of the scope of work in the AIT Ships Installation Drawing package to begin executing work packages at the start of the installation.
- Ship Fitting Lead. The contractor shall designate a ship fitting lead that shall possess sufficient authority to manage, direct, execute, and control all metal fabrication and related installation elements of the task order. The ship fitting lead shall generally coordinate all foundation, structural, ventilation ducting, and pipe fitting

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work unless the scope of the AIT package dictates otherwise. The ship fitting lead shall have sufficient knowledge of the scope of work in the AIT Ships Installation Drawing package to begin executing work packages at the start of the installation.

3.1.4. Resources. The contractor shall provide certified and qualified personnel to complete the work and supply evidence of qualifications to the government upon request in accordance with NAVSEA and local Shipyard guidelines.

3.2. Digital Data Management. The contractor shall be responsible for the digital generation, reception and electronic delivery of data. All data shall be developed, managed, used, and exchanged electronically to the greatest extent practical. The contractor shall maintain compatibility with the World Wide Web (WWW) browser, electronic mail (e mail), and Microsoft Office software used by NUWC Division Keyport throughout the life of the task order. NUWC Division Keyport runs version 2003 of Microsoft Office products.

3.2.1. Electronic Transmission. Unless indicated otherwise, all unclassified data shall be delivered by EMail. All electronic data shall be delivered as "read only" format. Submittal requiring review shall have an electronic comment form attached. Classified data shall not be transmitted electronically. Controlled Unclassified Information (CUI) must be encrypted per current DoD standards for transmission. Weekly and Monthly reports (see paragraph 4 below) will contain CUI, i.e. technical information and/or operationally sensitive information considered "For Official Use Only (FOUO)." Handling, storage, and transmission requirements, including electronic transmission encryption requirements for FOUO information, are cited in Section H, paragraph 3 of this solicitation.

3.2.2. Delivery. Items submitted electronically shall be considered delivered when they are successfully transmitted and received in accordance with paragraph 3.2 above. If deliveries to the Government are unreadable, the Government will notify the contractor, and the contractor shall correct any problems and resend. The contractor shall only recognize comments received from the Task Order Manager or the Contracting Officer. Items not delivered electronically shall be delivered using best commercial practice. Deliverables relating to specific installations shall include the hull number, hull name, and alteration title on the report.

3.3. Cleanliness and Safety. The contractor shall follow all local regulations and guidance for cleanliness and safety. The contractor shall adhere to industry safety standards. The contractor shall adhere to local guidance on cleanliness of the work area.

3.4 Quality Management System. The contractor shall establish a quality management system manual that reflects their Quality Control Program to ensure compliance with requirements of reference 2.a and 2.1. The contractor may be required to show NAVSEA acceptance of their quality system to the Naval Supervising Authority prior to commencing work. Additionally contractors that use special processes, such as welding and NonDestructive Testing (NDT), must obtain NAVSEA approval for their process procedures as required by applicable process specifications. The contractor's quality system and Quality Control Program are subject to periodic compliance audits by Government representatives through the execution of AIT Navy task orders. Initial submission shall be sixty (60) days before the first contractual installation starts.

4. Reporting Requirements:

4.1. Daily Reporting: The contractor shall communicate with the Government OSIC on status, daily plans, and any issues that have arisen from the previous day. Holidays and weekends may be excluded from this requirement given no work is generally performed on those days unless execution is behind schedule.

4.2. Weekly Reports: The contractor shall submit weekly progress reports titled Contractor's Progress, Status, and Management Report during installations with the first submission to the TOM and the OSIC thirty (30) days after issuance of task order. The weekly progress report will be in the contractor's format. Elements such as alteration type, equipment, alteration brief, installation timeframe, labor hours, and special requirements shall be included in a weekly status report. The report shall contain the following elements:

a) Schedule summary

b) Milestone report (Progress made on each milestone and work planned)

c) Problems encountered

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- d) Funds depletion estimate by project, based on projected efforts, including depletion date projection.
- e) Planned versus actual monitoring for both expenses and progress
- f) Summary of work completed during reporting period.

4.3. Monthly Reports: The contractor shall submit a monthly status report to the TOM titled Funds and Manhour Expenditure Report and Program Status starting thirty (30) days after issuance of task order. The report shall contain the following elements:

- a) Cost Summary
- b) Estimate at Completion (EAC)
- c) Total funds expended and the contractor's earned value metrics (i.e. CPI, SPI, BCWP, ACWP, BCWS, ACWS)
- d) Summary of work completed during reporting period.
- e) Current or anticipated problems/deficiencies and recommended solutions.
- f) Actual monthly funds expenditure
- g) Significant personnel changes encountered or anticipated

4.4. Distribution: Contractor submittal pertaining to installations shall be made to the Government OnSite Installation Coordinator during installations. All reports submitted under this statement of work shall also be submitted to the Task Order Manager.

4.5. Government Furnished Material/Information:

4.5.1. The Government will furnish to the Contractor the property identified by Ship Change Document (SCD) (Formerly called SHIPALT) package, Attachment 2, for each SCD type for use in performance of this task order.

4.5.2 SCD and/or Alteration Installation Drawing Package for the Combat Control Systems.

4.5.3. Engineering Change Instructions (ECIs) for the Combat Control Systems.

4.5.4. The contractor shall thoroughly inspect received Government Furnished Equipment (GFE) for shipping damage within thirty (30) days of receipt of the GFE and report deficiencies within fourteen (14) days after discovery of a deficiency to the TOM and the OSIC.

4.5.5. Office Space and Transportation: The contractor is responsible for providing their own office space, office equipment, and transportation services to and from the work site.

5. Description of Services.

5.1. Installation of CV-TSC SQQ-34C System and compartment rearrangement through SCD 1865 or similar SHIPALT document.

ESTIMATING PURPOSES:

For estimating purposes, it is projected there will be approximately 4 CV-TSC SQQ-34C installations of either SCDs or Shipalts over the two year life of this task order. The base year base requirement, the base year first optional requirement, the option year 1 base requirement and the option year one first optional requirement each consist of 1 CV-TSC SQQ-34C installations of either SCDs or Shipalts.

Drawings with NAVSEA Drawing numbers 445-7389800, 445-7389817, 445-7389818 provide the existing arrangement of the three compartments that are being modified in the base year base requirement. Drawing number 80263376XX

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provides the desired arrangement of equipment for this statement of work.

Drawing numbers 113-7638567A, 302-7639274B, 302-7616877B, 303-7617819B, 413-7638835D, 501-7616763B, 603-7522117B, 445-7524549A are provided for the sample task identified in Section M only. They will not be incorporated into the resultant task order .

All drawings are provided as Attachment 3.

The contractor shall support Combat Systems installation, upgrades, and alterations in support of SCD 1865, or similar, in accordance with references provided. In addition to adhering to all guidance and performing work listed in SOW Sections 1-4, the contractor shall perform:

5.1.1. Planning:

5.1.1.1. Designate representatives to serve as points of contact within thirty (30) days after task order award.

5.1.1.2. Conduct engineering reviews to determine alteration installation support requirements and individual work efforts.

5.1.1.3. Review alteration installation planning data, documentation, and installation instructions.

5.1.1.4. Develop and provide a Planning Schedule to the TOM and the OSIC fortyfive (45) days prior to installation. Updates to the baseline for each install shall be provided when changes are made. The schedule should include a detailed breakout to the work package level including resource loading.

5.1.1.5. Based on engineering review results, prepare work definition packages outlining various alteration efforts requiring completion to be submitted fourteen (14) days prior to the installation start.

5.1.1.6. Develop a detailed Bill of Material (BOM) from the Ship's Installation Drawing (SID) for all Installation Activity Furnished (IAF) material to be submitted to the TOM and the OSIC 60 days prior to installation. Resubmission is only required if there are changes to the BOM.

5.1.1.7. Provide material procurement status reports to the TOM and the OSIC weekly until all material in the BOM is delivered starting one (1) week after the submission of the BOM.

5.1.1.8. Develop a material management plan to include roles and responsibilities regarding procurement of material, storage and tracking through planned AIT installation work. Provide to the TOM and the OSIC 60 days prior to installation.

5.1.1.9. Support ship check based on ship availabilities.

5.1.1.10. Support engineering and alteration planning reviews and develop required alteration planning and execution documentation in accordance with references.

5.1.1.11. Prepare documentation for requirements governed by references and the type of installation, these typically include visit requests, country clearances, Memorandums of Agreement, status reporting and drawing deficiency report (LAR/CR/DFS).

5.1.2. Installation:

5.1.2.1. The contractor shall support alteration installation efforts by completing required ship and equipment modifications accurately in accordance with the with applicable industry regulations, provided references, the SCD package, and work definition packages. Rework caused by improperly trained personnel or negligence, shall be the responsibility of the contractor.

5.1.2.2. The contractor shall provide alteration support including, but not limited to the following tasks: foundation fabrication, foundation fit up, surface/deck preparation, preservation and restoration, cabling, wiring equipment, connector hook up, welding, HVAC modifications, piping system modifications, Equipment Auxiliary Fresh Water (EAFW) piping mods, ECW piping mods, hot work, equipment removal, equipment reconfiguration, grinding, drilling

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and cutting plate, lagging and insulating, component manufacturing and installation, powdercoating, priming and painting, equipment disassembly/reassembly, equipment/material installation and transport, equipment testing, (sheet) metal fit/alteration/fabrication, and fire watch as required to complete each SCD or SHIPALT.

5.1.2.3. The contractor shall ensure testing services required in accordance with section 2 references are performed. This includes, but is not limited to primary power electrical testing (megohmmeter), cable continuity testing, cable performance testing, Non-Destructive Testing (NDT) and visual inspections of production work as required to complete each SCD or SHIPALT.

5.1.2.4. Procurement of industrial consumables and tools required to complete the installation per industry standards are the responsibility of the contractor.

5.1.2.5. The contractor shall procure required material identified as Installing Activity Furnished (IAF) in accordance with the SID.

5.1.3. Post-Installation Support:

5.1.3.1. The contractor shall provide a summary of installation events, execution requirements, and reporting evolutions for lessons learned and future improvements.

5.1.3.2. The contractor shall identify deficiencies in alteration support documentation and develop recommendations to improve documentation and mitigate areas of risk.

5.1.3.3. The contractor shall prepare installation completion documentation as outlined in references 2.a, 2.b, and 2.e.

5.1.3.4. The contractor shall provide support for the conduct of engineering and technical reviews to refine, augment, and document the AIT process as listed in the "Description of Services" section of this SOW.

5.1.4. Government Furnished Material/Equipment:

5.1.4.1. The government will provide the contractor with material in accordance with the Ship's Installation Drawing package, as shown in Attachment 2. The contractor shall sign the Form 1149 shipping document as acknowledgement of receipt of the material and scan the document and send an electronic copy in Portable Document Format (PDF) to the OSIC and TOM.

5.1.4.2. The contractor shall provide a report of receipt, inventory, adjustments and shipments to the TOM and the OSIC of all Government furnished property and equipment within fourteen (14) days of receipt.

5.1.4.3. The contractor shall provide a report of quality deficiency and condition report of all Government furnished property and equipment to the TOM and the OSIC within fourteen (14) days of discovery of deficiency.

6.0 Performance Requirements:

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required. These thresholds are critical to mission success. See Attachment 4, Performance Requirements Summary, for details.

7.0 General Information.

7.1 Technical Instructions. Performance of the work in this task order are subject to written technical instructions signed by the Task Order Manager specified in Section G of this task order. Technical instructions must be within the general scope of work stated in the task order. Technical instructions may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause of the basic contract; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for task order performance; or (4) change any of the terms, conditions or specifications of the task order

7.2. Hours of Operation. Hours of operation at the installation site shall be dictated by the Ship's Schedule, the Lead Maintenance Activity or the Navy Supervising Activity, and the OnSite Installation Coordinator. Normal hours of operation at NUWC Keyport are from 0700-1530 Pacific Time, Monday through Friday, except Federal holidays.

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NUWC Keyport is normally closed between 25 December and 1 January each year. Alternate work schedules used by the contractor must not negatively impact task order deliverables or project schedules.

7.3 Overtime. The use of overtime is at the discretion of the contractor subject to the Hours of Operation. The use of overtime by the contractor to accomplish work in this SOW to meet schedule objectives shall not impact the cost of work that is within the scope of this SOW.

7.4 Travel Requirements. No travel requirements are anticipated for this task order.

7.5 Security Requirements.

7.5.1 Security Classification of Equipment, Components, Spaces and Documents: The Equipment, Spaces or Documents may be classified and subject to the applicable provisions of DOD 5220.22M, National Industrial Security Program Manual (NISPOM); SECNAV M-5510.36, Information Security Program Manual; SECNAV M-5510.30, Personnel Security Program Manual; NUWC DIVKPT 5510, Information and Personnel Security Programs; NUWC DIVKPT 5530, Physical Security and Force Protection Program; and NUWC 5239, Information Assurance Program. Contractor personnel supporting this task order who require access to classified Spaces, Equipment, or Documents will require a security clearance equivalent to the level of access required to complete assigned duties.

7.5.2 Contractor personnel supporting some areas of this Task Order will require access to controlled unclassified information including technical data with "For Official Use Only" protection requirements. The security clearances required are outlined in the DD254 provided as Attachment 5. Some of the contractor personnel supporting this Task Order will require a security clearance level of up to Secret for access to the compartments on the ship. Government furnished computers and other network enabled material sent to the contractor for installation is unclassified until it is connected to the shipboard network. The CV-TSC system computer and network attached hardware is classified as Secret upon connection to the network. Computer display data shall be considered Secret. Classification markings on the material to be furnished will provide the classification guidance necessary for performance of the task order. Contract security specifications, including security clearance requirements, are identified in the DD Form 254 provided as Attachment 5.

7.5.2.1 Spaces: Up to Secret

7.5.2.2 Equipment: Up to Secret

7.5.2.3 Documents: Up to Controlled Unclassified Information– For Official Use Only

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with the basic contract.

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SECTION E INSPECTION AND ACCEPTANCE

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

1.0 QUALITY CONTROL

The Contractor is solely responsible for the quality of services provided. The Contractor is also liable for Contractor employee negligence, and any fraud, waste or abuse. As part of Program Management, the Contractor shall utilize a Quality Control Program to ensure that services are completed in accordance with acceptable principles of internal control, and meet specified, acceptable levels of quality. The operation of the Quality Control Program must be documented, maintained, and made available to the Task Order Manager (TOM) upon request. At a minimum, the Contractor's Quality Control Program shall include an internal quality control and inspection system for required services. The job titles and organizational positions of the individuals who will conduct the inspections must be specified. There shall be a method to identify deficiencies in services that may occur and procedures to correct any deficiency in services that may occur. There shall be a file of information regarding inspections and other quality and internal control actions that documents the purpose of the inspection, the results of the inspection and any corrective action taken as a result of the inspection. Upon request, this file shall be made available to the Government during the period of performance.

2.0 QUALITY ASSURANCE

The Government will monitor the Contractor's performance. The Government reserves the right to review services to be provided, including those developed or performed at the Contractor's facilities, to determine conformance with performance and technical requirements. Government quality assurance will be conducted on behalf of the Contracting Officer. The TOM will be appointed to coordinate the overall quality assurance of technical compliance.

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SECTION F DELIVERABLES OR PERFORMANCE

1.0 PERIOD OF PERFORMANCE

The estimated period of performance is as follows:

Base Period: 08 January 2009 - 07 January 2010

Option Year 1: 08 January 2010 - 07 January 2011

2.0 PRE-PERFORMANCE CONFERENCE

Within fifteen days after task order award, the contractor will meet in conference with representatives of the Contract Officer, at a time determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

3.0 GOVERNMENT FURNISHED PROPERTY

(a) The Government will furnish the property identified in Attachment 2 to the Contractor for use in performance of this contract within 30 days prior to each installations start date. The property identified under each type of SHIPAL in Attachment 2 is the property that will be provided for each SHIPALT of that type.

Delivery of such property will be made by Naval Undersea Warfare Center Division Keyport.

(b) The property will be delivered at Government's expense at or near

(The Contractor is to insert the address, city or town and state in which the plant is located; and if rail transportation is specified in paragraph (a) above, the exact location of private siding or public team track at which rail shipments will be received, as well as the name of the railroad(s)):

(c) Only the property listed in Attachment 2 in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the Contractor.

(d) Within 30 days after Government furnished property is determined by the Contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the Contractor shall notify the Contracting Officer, in writing, thereof.

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Administration shall be in accordance with the basic contract and the following.

1.0 TASK ORDER MODIFICATION:

The contractor shall not perform work that is considered to be outside of the scope of the requirements of this task order without benefit of a fully executed modification issued by the Contracting Officer. For actions being requested by Government personnel other than the Contracting Officer that the contractor considers to be outside of the scope of the requirements of this task order, the contractor shall promptly notify both the Task Order Manager and the Contracting Officer. No work shall begin until the issue has been resolved.

2.0 GOVERNMENT PERSONNEL:

TASK ORDER MANAGER

Jeff Marsh
610 Dowell Street
Keyport, WA 98345-7610
jeffrey.s.marsh@navy.mil
360-315-3295

CONTRACTING OFFICER

Peter Gervais
610 Dowell Street
Keyport, WA 98345
peter.gervais@navy.mil
360-315-3869

CONTRACT SPECIALIST

Peter Gervais
610 Dowell Street
Keyport, WA 98345
peter.gervais@navy.mil
360-315-3869

3.0 INVOICING INSTRUCTIONS:

(a) In accordance with the clause of this contract entitled "Electronic Submission of Payment Requests" (DFARS 252.232-7003), this task order will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This webbased system located at <https://wawf.eb.mil> <<https://wawf.eb.mil>> provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR)

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Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com> <<http://wawftraining.com>> . The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/> <<http://acquisition.navy.mil/navyaos/content/view/full/3521/>> . The most useful guides are “Getting Started for Vendors” and “WAWF Vendor Guide”.

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

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

WAWF Invoice Type: Cost Voucher.
Issuing Office DODAAC: See Block 5 of the task order.
Admin DODAAC: See Block 6 of the task order.
Service Acceptor/Approver DODAAC: S3915A.
LPO DODAAC (if applicable): Not applicable.
Pay DODAAC: See Block 12 of the task order.
CLIN/ACRN: See Section G of the task order.
Inspection Location: Destination.
Acceptance Location: Destination.

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

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

Send Additional Email Notification To: Contract Specialist and Task Order Manager.

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

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above -866 number.

(End of Text)

```
Accounting Data
SLINID  PR Number          Amount
-----
100101  83525182
LLA :
AA 1731711 6210 252 WAWGW 0 068342 2D 000000 231705000000
Standard Number: N0002405WX21740, Ref. ACRN: AA
Direct Cite Funding, document number N0002405WX21740.

300101  83525182
LLA :
AA 1731711 6210 252 WAWGW 0 068342 2D 000000 231705000000
Standard Number: N0002405WX21740, Ref. ACRN: AA
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Direct Cite Funding, document number N0002405WX21740.

MOD 2

300102 90920366

LLA :

AA 1731711 6210 252 WAWGW 0 068342 2D 000000 231705000000

Standard Number: N0002405WX21740

Direct Cite Funding Document Number: N0002405WX21740

Provide prefab materials for CVN-77 CV-TSC Installation

MOD 03

300103 91184991

LLA :

AA 1731711 6210 252 WAWGW 0 068342 2D 000000 231705000000

Standard Number: N0002405WX21740

Direct Cite Funding Document Number: N0002405WX21740

Provide funding in the amount of \$XXX,XXX.XX for remaining materials for the CVN-77 CV-TSC installation.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

1.0 NAVSEA 5252.216-9122 -- LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be estimated based on the historical data provided with Section C for total manhours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that (Offeror to fill in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 40 hours per week. It is understood and agreed that the rate of manhours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total manhours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

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

$$\text{Fee Reduction} = \frac{\text{Fee (Required LOE Expended LOE)}}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.2320) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

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

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

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative work 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 manhours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

2.0 NAVSEA 5252.232-9104 -- ALLOTMENT OF FUNDS (MAY 1993)

(a) This task order will be incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this task order 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). The amount(s) presently available and allotted to this task order for payment of cost for incrementally funded CLINs/SLINs [will be specified a time of award]. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.23222), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

[will be inserted at time of award]

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

(c) CLIN(s)/SLIN(s) [will be inserted at time of award] are fully funded and performance under is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

3.0 FOR OFFICIAL USE ONLY INFORMATION

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Ref: DoD Regulation 5400.7-R, Freedom of Information Act Program (FOIA)

Contractor may be required to handle For Official Use Only (FOUO) information during the performance of this contract. The following controls apply to FOUO information.

1. Handling/Storage: Access to FOUO is limited to those needing it to conduct official business for the Department of Defense (DoD). FOUO is not a classification, but requires extra precautions to ensure it is not released to the public. During business hours, place FOUO material out-of-sight location if your work area is accessible to persons who do need access. After business hours, store FOUO to prevent unauthorized access. File with other unclassified records in unlocked files or desks when internal building security is provided. When there is not internal security, locked buildings or rooms usually provide adequate after-hours protection. For additional protection, store FOUO in locked containers such as file cabinets, desks or bookcases.

2. Transporting/Transmitting/Release/Destruction: Transport FOUO in a manner that prevents disclosure of the contents. FOUO may be sent first-class mail or parcel post. Bulky shipments that otherwise qualify under postal regulation, may be sent by fourth-class mail. FOUO can be transmitted electronically within a contractor's facility. FOUO sent out of the contractor's facility electronically must meet FIPS 140-2 encryption. FOUO material shall not be released outside the contractor's facility except to representatives of DoD. When no longer needed, dispose of FOUO by a method that precludes its disclosure to unauthorized individuals.

3. Markings: Unclassified documents containing FOUO are marked "For Official Use Only" at the bottom on the outside of the front cover (if any), on each page containing FOUO information, and on the outside of the back cover (if any). Each paragraph containing FOUO information shall be marked as such. Within a classified document, an individual page with both FOUO and classified information shall be marked at the top and bottom with the highest security classification of information appearing on the page. Individual paragraphs shall be marked at the appropriate classification level, as well as unclassified or FOUO, as appropriate. Within a classified document, an individual page that contains FOUO information but no classified information shall be marked "For Official Use Only" at the top and bottom of the page, as well as each paragraph that contains FOUO information. Other records, such as photographs, films, tapes, or slides, shall be marked "For Official Use Only" or "FOUO" in a manner that ensures that a recipient or viewer is aware of the status of the information therein. FOUO transmitted outside DoD requires application of an expanded marking to explain the significance of the FOUO marking. This may be accomplished by typing or stamping the following statement on the record prior to transfer: "This document contains information Exempt From Mandatory Disclosure under the FOIA. Exemption(s) . . . applies/apply."

4.0 ACCESS TO GOVERNMENT INFORMATION SYSTEMS

Ref: SECNAV M-5510.30, Department of the Navy Personnel Security Program

Personnel accessing government information systems in the performance of contract work require a favorably adjudicated personnel security investigation, whether or not an actual security clearance is required. Personnel whose duties meet the criteria for an Information Technology (IT) Level 1 designation require a favorably adjudicated Single Scope Background Investigation (SSBI) or Periodic Review (PR) of the SSBI. The SSBI or PR must be updated every 5 years. A favorably adjudicated National Agency Check with Local Agency Check and Credit Check (NACLC) for civilian personnel is required for IT Levels II and III. Additionally, Telecommunications Directive (NTD) 0206, Information Assurance (IA) Training Requirement, and DoDD 8570.1, Information Assurance Training, Certification, and Workforce Management Policy, require that all authorized users of DoD Information Systems receive initial IA awareness orientation as a condition of access and thereafter must complete annual IA refresher awareness training to maintain an active user account.

5.0 UNCLASSIFIED NAVAL NUCLEAR PROPULSION INFORMATION HANDLING

Ref: NAVSEAINST 5511.32C, Safeguarding of Naval Nuclear Propulsion Information

Contractor may be required to handle Unclassified Naval Nuclear Propulsion Information (U-NNPI) during the performance of this contract. NNPI is "all information, Classified (C-NNPI) or Unclassified (U-NNPI), concerning the design arrangement, development, manufacturing, testing, operation, administration, maintenance and repair of the propulsion plants of nuclear powered ships . . ., including associated shipboard and shore-based nuclear support facilities. Minimum requirements for protecting U-NNPI are as follows:

a. U-NNPI is subject to export controls. Each transmittal to a foreign government or foreign nationals may be made only with the prior approval of the Naval Sea Systems Command (NSSC). Only US citizens may be allowed to access

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the information in any way, shape, or form. Hand-carrying of U-NNPI outside of the continental United States or Hawaii is not permitted. Only people with a "Need to Know" are allowed access to U-NNPI, even if US citizens. This includes friends, family members and even other workers who don't have a need to know what you're working on.

b. When not in direct control of an authorized individual, U-NNPI must be secured in a locked container (e.g. file cabinet, safe, etc.) and/or a locked room or within a CNIA/NWA. Only authorized persons may have access and any compromise of the container must be visually detectable. No labels should indicate containers contents. If removed from the site, U-NNPI must remain in the personal possession of the individual. At no time should U-NNPI be left unattended in a home, motel room, automobile, sent with baggage, etc. You need a Naval Undersea Warfare Center Division Keyport Property Pass to take U-NNPI off-site and a courier card or letter to take U-NNPI off station.

c. Documents require the word NOFORN at the top and bottom of each page and the cover sheet the warning statement shown below. Documents originated that reproduce, expand or modify marked information shall be marked and controlled in the same way as the original. Media such as video tapes, disks, etc., must be marked and controlled. When no longer required, U-NNPI must be destroyed in the same manner as classified information.

NOFORN: This document is subject to special export controls. Each transmittal to a foreign government or foreign national may be made only with prior approval of the Naval Sea Systems Command.

d. U-NNPI may not be transmitted via email unless the system has been approved by the Naval Sea Systems Command. U-NNPI may not be posted on websites, including intranets, unless approved by the Naval Sea Systems Command. U-NNPI may not be processed on networked computers with outside access unless approved by the NSSC. U-NNPI may not be processed on personal computers (i.e., non-government or contracted organization) or put on Personal Digital Assistants (PDAs). If U-NNPI is stored on a local drive (e.g. "C drive"), the computer must be secured within a locked space. If desired the company may submit a proposal for processing U-NNPI on company computer systems.

e. U-NNPI may be faxed within the continental US and Hawaii provided there is an authorized individual waiting to receive the document and properly control it. U-NNPI may not be faxed to facilities outside the continental US, including military installations, unless encrypted by NSSC approved means. U-NNPI may be sent within the continental United States and Hawaii via first class mail in a single opaque envelope that has no markings indicating the nature of the contents.

f. Report any attempts to elicit U-NNPI by unauthorized persons or any compromises of U-NNPI by unauthorized persons to the Keyport Security Office, 360-396-2822/2244. This includes intentional or unintentional public release via such methods as theft, improper disposal (e.g., material not shredded, disks lost), placement on website, transmission via email, or violation of the information system (hackers).

g. Questions regarding the handling of U-NNPI may be directed to the NUWC Division Keyport Security Office, 360-396-2822.

6.0 KEY PERSONNEL

The following billets shall be considered key personnel. The contractor shall notify the Government of any changes regarding authority, responsibility, or key personnel changes made by the contractor during the period of performance in accordance with paragraph H-7, Substitution of Team Members and Substitution of Personnel, of the basic contract:

Key Personnel Position	Name
Project Manager	Kerry Slane.
Project Alteration Installation Team Lead	Paul Haroldson.
Electrical Lead	Edward Gilbert.
Ship Fitting Lead	Larry Cunningham.

7.0 PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT

None of the services required by this task order shall be subcontracted to or performed by persons other than the contractor, the contractor's employees, or those subcontractors (as listed below) which were proposed and approved in the initial offer, without the prior written approval of the Contracting Officer.

The names of approved subcontractors will be inserted at time of award.

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8.0 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA

- (a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITAR), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.
- (b) In the event that the Contractor violates export laws, the Contractor, its employees, officials or agents are subject to:
- (1) Imprisonment and/or imposition of criminal fines; and
 - (2) Suspension or debarment from future Government contracting actions.
- (c) The Government shall not be liable for any use or misuse of the information, technical data or specifications in this contract. It shall not be liable for any patent infringement or contributory patent infringement. The Government neither warrants the adequacy nor the completeness of the information, technical data or specifications in this contract.
- (d) The Contractor shall insert paragraphs (a), (b) and (c) of this clause in any subcontract awarded under this contract.

9.0 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA

- (a) By Department of Defense (DOD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a "U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:
- (1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. Contractor is a U.S. citizen or a person admitted lawfully into the United States for permanent residence and is located in the United States;
 - (2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. Contractor is engaged, or plans to engage. The purpose for which the data are needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.
 - (3) The U.S. Contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the obligation, under certain circumstances, to obtain an export license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.
 - (4) The U.S. Contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DOD component that provided the technical data.
 - (5) To the best of its knowledge and belief, the U.S. Contractor knows of no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.
- (b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 to U.S./Canada Joint Certification Office, Defense Logistics Information Services, Federal Center, 74 Washington Avenue, North, Battle Creek, MI 49017-3084.

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(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and sections 379.4 (d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLSC.

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SECTION I CONTRACT CLAUSES

52.217-7 Option for Increased Quantity - Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days prior to task order expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two (2) years.

(End of clause)

52.222-41 Service Contract Act (1965) - By reference.

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
23160 - Electrician, Maintenance	WG 10 - \$20.78
29084 - Engineering Technician IV	GS 7 - \$21.64
29085 - Engineering Technician V	GS 9 - \$26.48
29086 - Engineering Technician VI	GS 11 - \$32.03
01117 - General Clerk III	GS 3 - \$13.91
01118 - General Clerk IV	GS 4 - \$15.62
23470 - Laborer	WG 2 - \$13.10
23550 - Machinist, Maintenance	WG 10 - \$20.78
23790 - Pipefitter, Maintenance	WG 10 - \$20.78
23960 - Welder, Combination, Maintenance	WG 10 - \$20.78
01612 - Word Processor II	GS 4 - \$15.62
21100 - Shipping/Receiving Clerk	WG 4 - \$15.52

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(End of clause)

52.222-49 Service Contract Act—Place of Performance Unknown (May 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: Awardee's place of performance. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the date of award.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

SERVICE CONTRACT ACT WAGE ADJUSTMENT

Upon exercise of each Option Year, an updated Service Contract Act (SCA) Wage Determination will be incorporated into the task order. If incorporation of the updated SCA Wage Determination causes a cost overrun, the cost overrun shall be processed in accordance with FAR 52.232-20, Limitation of Cost, or 52.232-22, Limitation of Funds, as applicable. Note that fee shall not be allowed for a cost overrun resulting from the incorporation of the updated SCA Wage Determination.

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SECTION J LIST OF ATTACHMENTS

Attachment 1_Cost Summary Format

Attachment 2_List of Government Furnished Material

Attachment 3 - Drawing Package Including the Following Drawings:

445-7389800
445-7389817
445-7389818
802-63376XX

Attachment 4_Performance Requirement Summary

Attachment 5_DD254 (Revision 1)

Attachment 6_SCA WD 2005-2543