

2. AMENDMENT/MODIFICATION NO. 24	3. EFFECTIVE DATE 11-Feb-2015	4. REQUISITION/PURCHASE REQ. NO. NA	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CRANE DIVISION 300 Highway 361 - Building 64 Crane IN 47522-5001 danielle.talbert@navy.mil 812-854-4510	CODE N00164	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 14501 George Carter Way Chantilly VA 20151	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORP 1710 SAIC Drive McLean VA 22102-3702		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4119-FC22 10B. DATED (SEE ITEM 13) 16-Jul-2009
CAGE CODE 6XWA8	FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	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) Janet G. Gilbert, Contract Representative	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Carson D Polley, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/Janet G. Gilbert (Signature of person authorized to sign)	15C. DATE SIGNED 12-Feb-2015
16B. UNITED STATES OF AMERICA BY /s/Carson D Polley (Signature of Contracting Officer)	16C. DATE SIGNED 12-Feb-2015

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GENERAL INFORMATION

The purpose of this modification is to **(1) Return Government Furnished Equipment (GFE)**. Accordingly, said Task Order is modified as follows:

(1) RETURN GFE

The following GFE has been returned to the Government as of 11 February 2015:

Description	Unit of Issue	Quantity Requested	Unit Price	Total Cost
G158373 HEWLETT PACKARD-PRINTER, Model #: 4240N; Serial #: CNRXK82880 Shipped to customer 11/07/2014	EA	1	\$969.00	\$969.00
G209290 FALCON SYSTEMS-HANDHELD SCANNER, Model #: SYM-LS 22087; Serial #: SMA9GEN; Shipped to customer 12/17/2014	EA	1	\$55.00	\$55.00
G209293 DELL INC-MONITOR, Model #: 1707FPT; Serial #: CN-OCC280-71618-71E-BK6T; Shipped to customer 11/07/2014	EA	1	\$200.00	\$200.00
G209906 FALCON SYSTEMS-HANDHELD SCANNER, Model #: SYM-LS 22087; Serial #: SMA9GUY; Shipped to customer 12/17/2014	EA	1	\$148.00	\$148.00
G243868 WIREWAY HUSKY-WORKBENCH; Shipped to customer 11/07/2014	EA	1	\$389.48	\$389.48
G243869 WIREWAY HUSKY-RACK, Shipped to customer on 11/07/2014	EA	1	\$798.08	\$798.08
G243870 NORTHERN SAFETY STORAGE CABINET, Shipped to customer 11/07/2014	EA	1	\$231.00	\$231.00

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

The Line of Accounting information is hereby changed as follows:

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The total amount of funds obligated to the task is hereby increased from \$13,793,450.14 by \$0.00 to \$13,793,450.14.

The total value of the order is hereby increased from \$16,779,689.91 by \$0.00 to \$16,779,689.91.

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R425	Industrial Prime Vendor (IPV) in support of labor for Base Year 1 (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$412,376.00
400001	R425	Funding in the amount of \$35,000 for Industrial Prime Vendor (IPV) in support of labor CLIN 4000 for Base Year 1, ACRN A1 (Fund Type - OTHER)					
400002	R425	Funding in the amount of \$35,000 for Industrial Prime Vendor (IPV) in support of labor CLIN 4000 for Base Year 1, ACRN A2 (O&MN,N)					
400003	R425	Funding in the amount of \$35,000 for Industrial Prime Vendor (IPV) in support of labor CLIN 4000 for Base Year 1, ACRN A3 (O&MN,N)					
400004	R425	Funding in the amount of \$35,000 for Industrial Prime Vendor (IPV) in support of labor CLIN 4000 for Base Year 1, ACRN A4 (WCF)					
400005	R425	Funding in the amount of \$100,000 for Industrial Prime Vendor (IPV) in support of labor CLIN 4000 for Base Year 1, ACRN A9 (WCF)					
400006	R425	Incremental funding in the amount of \$13,326 (ACRN B1) (Fund Type - OTHER)					
400007	R425	Incremental funding in the amount of \$35,000 (ACRN A6) (Fund Type - OTHER)					
400008	R425	Incremental funding in the amount of \$100,000 (ACRN B3) (WCF)					
400009	R425	Incremental funding in the amount of \$25,000 (ACRN A9) (WCF)					
400010	R425	Incremental funding in the amount of \$4,050 (ACRN B4) (Fund Type - OTHER)					
4100	R425	Industrial Prime Vendor (IPV) in support of labor for Option Period 1 (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$217,689.11
410001	R425	Incremental funding in the amount of \$15,000 (ACRN A6) (Fund Type - OTHER)					
410002	R425	Incremental funding in the amount of \$65,939 (ACRN B7) (Fund Type - OTHER)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
410003	R425	Incremental funding in the amount of \$25,000 (ACRN B8) (O&MN,N)					
410004	R425	Incremental funding in the amount of \$48,750 (ACRN B9) (Fund Type - OTHER)					
410005	R425	Incremental funding in the amount of \$63,000 (ACRN C1) (Fund Type - OTHER)					
4200	R425	Industrial Prime Vendor (IPV) in support of labor for Option Period 2 (Fund Type - OTHER)	1.0	LO			\$453,733.48
420001	R425	Incremental funding in the amount of \$135,688 (ACRN C3) (Fund Type - OTHER)					
420002	R425	Incremental funding in the amount of \$12,750 (ACRN C4) (O&MN,N)					
420003	R425	Incremental funding in the amount of \$45,000 (ACRN C5) (WCF)					
420004	R425	Incremental funding in the amount of \$52,000 (ACRN C9) (O&MN,N)					
420005	R425	Incremental funding in the amount of \$3,408 (ACRN D1) (Fund Type - OTHER)					
420006	R425	Incremental funding in the amount of \$37,500 (ACRN D2) (Fund Type - OTHER)					
420007	R425	Incremental funding in the amount of \$40,000 (ACRN D3) (Fund Type - OTHER)					
420008	R425	Incremental funding in the amount of \$12,500 (ACRN C4) (O&MN,N)					
420009	R425	Incremental funding in the amount of \$75,000 (ACRN D9) (WCF)					
420010	R425	Incremental funding in the amount of \$15,000 (ACRN E1) (RDT&E)					
420011	R425	Incremental funding in the amount of \$20,000 (ACRN E2) (Fund Type - OTHER)					
420012	R425	Incremental funding in the amount of \$3,750 (ACRN E5) (RDT&E)					
4300	R425	Industrial Prime Vendor (IPV) in support of labor for 60-day phase-out option. (O&MN,N)	1.0	LO			\$76,470.35
430001	R425	Incremental funding in the amount of \$37,845.02 (ACRN F2) (APN)					
430002	R425	Incremental funding in the amount of \$15,000 (ACRN F3) (APN)					
430003	R425	Incremental funding in the amount of \$23,625 (ACRN F4) (APN)					

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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R425	Industrial Prime Vendor (IPV) in support of ODCs for Base Year 1 (O&MN,N)	1.0	LO	\$4,485,840.00
600001	R425	Funding in the amount of \$1,465,000 for Industrial Prime Vendor (IPV) in support of ODCs CLIN 6000 for Base Year 1, ACRN A1. (Fund Type - OTHER)			
600002	R425	Funding in the amount of \$5,000 for Industrial Prime Vendor (IPV) in support of ODCs CLIN 6000 for Base Year 1, ACRN A2, Increase. (O&MN,N)			
600003	R425	Funding in the amount of \$100,000 for Industrial Prime Vendor (IPV) in support of ODCs CLIN 6000 for Base Year 1, ACRN A5. (WCF)			
600004	R425	Funding in the amount of \$50,000 for Industrial Prime Vendor (IPV) in support of ODCs CLIN 6000 for Base Year 1, ACRN A6. (Fund Type - OTHER)			
600005	R425	Funding in the amount of \$400,000 for Industrial Prime Vendor (IPV) in support of ODCs CLIN 6000 for Base Year 1, ACRN A3 Increase. (O&MN,N)			
600006	R425	Funding in the amount of \$85,000 for Industrial Prime Vendor (IPV) in support of ODCs CLIN 6000 for Base Year 1, ACRN A4 Increase. (WCF)			
600007	R425	Funding in the amount of \$70,000 for Industrial Prime Vendor (IPV) in support of ODCs CLIN 6000 for Base Year 1, ACRN A7. (Fund Type - OTHER)			
600008	R425	Funding in the amount of \$30,000 for Industrial Prime Vendor (IPV) in support of ODCs CLIN 6000 for Base Year 1, ACRN A8. (O&MN,N)			
600009	R425	Funding in the amount of \$700,000 for Industrial Prime Vendor (IPV) in support of ODCs CLIN 6000 for Base Year 1, ACRN A9. (WCF)			
600010	R425	Incremental funding in the amount of \$88,840 (ACRN B2) (Fund Type - OTHER)			
600011	R425	Incremental funding in the amount of \$800,000 (ACRN A9) (WCF)			
600012	R425	Incremental funding in the amount of \$90,000 (ACRN B5) (WCF)			
600013	R425	Incremental funding in the amount of \$75,000 (ACRN B5) (WCF)			
600014	R425	Incremental funding in the amount of \$475,000 (ACRN A9) (WCF)			
600015	R425	Incremental funding in the amount of \$25,000 (ACRN B6) (RDT&E)			
600016	R425	Incremental funding in the amount of \$27,000 (ACRN B4) (Fund Type - OTHER)			
6100	R425	Industrial Prime Vendor (IPV) in support of ODCs for Option Period 1 (Fund Type - OTHER)	1.0	LO	\$1,637,599.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
610001	R425	Incremental funding in the amount of \$138,685 (ACRN A6) (Fund Type - OTHER)			
610002	R425	Incremental funding in the amount of \$400,000 (ACRN B7) (Fund Type - OTHER)			
610003	R425	Incremental funding in the amount of \$328,914 (ACRN B8) (O&MN,N)			
610004	R425	Incremental funding in the amount of \$350,000 (ACRN B9) (Fund Type - OTHER)			
610005	R425	Incremental funding in the amount of \$420,000 (ACRN C2) (Fund Type - OTHER)			
6200	R425	Industrial Prime Vendor (IPV) in support of ODCs for Option Period 2 (Fund Type - OTHER)	1.0	LO	\$5,887,880.12
620001	R425	Incremental funding in the amount of \$43,000 (ACRN C6) (Fund Type - OTHER)			
620002	R425	Incremental funding in the amount of \$33,000 (ACRN C7) (Fund Type - OTHER)			
620003	R425	Incremental funding in the amount of \$768,902 (ACRN C3) (Fund Type - OTHER)			
620004	R425	Incremental funding in the amount of \$75,000 (ACRN C7) (Fund Type - OTHER)			
620005	R425	Incremental funding in the amount of \$10,000 (ACRN C8) (O&MN,N)			
620006	R425	Incremental funding in the amount of \$255,000 (ACRN C5) (WCF)			
620007	R425	Incremental funding in the amount of \$425,000 (ACRN C9) (O&MN,N)			
620008	R425	Incremental funding in the amount of \$22,720 (ACRN D1) (Fund Type - OTHER)			
620009	R425	Incremental funding in the amount of \$210,000 (ACRN D4) (Fund Type - OTHER)			
620010	R425	Incremental funding in the amount of \$17,500 (ACRN D2) (Fund Type - OTHER)			
620011	R425	Incremental funding in the amount of \$365,084 (ACRN B9) (Fund Type - OTHER)			
620012	R425	Incremental funding in the amount of \$40,000 (ACRN D5) (Fund Type - OTHER)			
620013	R425	Incremental funding in the amount of \$51,480 (ACRN C8) (O&MN,N)			
620014	R425	Incremental funding in the amount of \$7,000 (ACRN C7) (Fund Type - OTHER)			
620015	R425	Incremental funding in the amount of \$2,598 (ACRN C7) (Fund Type - OTHER)			
620016	R425	Incremental funding in the amount of \$191 (ACRN C7) (Fund Type - OTHER)			
620017	R425	Incremental funding in the amount of \$6,172 (ACRN D6) (Fund Type - OTHER)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
620018	R425	Incremental funding in the amount of \$5,000 (ACRN D7) (O&MN,N)			
620019	R425	Incremental funding in the amount of \$15,000 (ACRN C4) (O&MN,N)			
620020	R425	Incremental funding in the amount of \$92,000 (ACRN C9) (O&MN,N)			
620021	R425	Incremental funding in the amount of \$55,000 (ACRN D8) (WCF)			
620022	R425	Incremental funding in the amount of \$80,000 (ACRN E2) (Fund Type - OTHER)			
620023	R425	Incremental funding in the amount of \$98,000 (ACRN E3) (O&MN,N)			
620024	R425	Incremental funding in the amount of \$98,000 (ACRN A9) (WCF)			
620025	R425	Incremental funding in the amount of \$98,000 (ACRN E4) (WCF)			
620026	R425	Incremental funding in the amount of \$98,000 (ACRN D9) (WCF)			
620027	R425	Incremental funding in the amount of \$95,000 (ACRN E1) (RDT&E)			
620028	R425	Incremental funding in the amount of \$90,000 (ACRN E6) (RDT&E)			
620029	R425	Incremental funding in the amount of \$25,000 (ACRN E5) (RDT&E)			
620030	R425	Incremental funding in the amount of \$650,000 (ACRN D9) (WCF)			
620031	R425	Incremental funding in the amount of \$12,000 (ACRN E7) (WCF)			
620032	R425	Incremental funding in the amount of \$99,000 (ACRN E8) (WCF)			
620033	R425	Incremental funding in the amount of \$42,000 (ACRN E9) (WCF)			
620034	R425	Incremental funding in the amount of \$95,000 (ACRN E3) (O&MN,N)			
620035	R425	Incremental funding in the amount of \$75,000 (ACRN D8) (WCF)			
620036	R425	Incremental funding in the amount of \$232,000 (ACRN F1) (APN)			
620037	R425	Incremental funding in the amount of \$98,000 (ACRN D9) (WCF)			
620038	R425	Incremental funding in the amount of \$300,000 (ACRN E8) (WCF)			
620039	R425	Incremental funding in the amount of \$252,300.12 (ACRN F2) (APN)			
620040	R425	Incremental funding in the amount of \$320,399 (ACRN F2) (APN)			
620041	R425	Incremental funding in the amount of \$130,534 (ACRN F3) (APN)			
620042	R425	Incremental funding in the amount of \$400,000 (ACRN F2) (APN)			
6300	R425	Industrial Prime Vendor (IPV) in support of ODCs for 60-day phase out option. (Fund Type - OTHER)	1.0	LO	\$3,608,101.85
630001	R425	Incremental funding in the amount of \$47,000 (ACRN F2) (APN)			
630002	R425	Incremental funding in the amount of \$60,000 (ACRN F2) (APN)			
630003	R425	Incremental funding in the amount of \$116,000 (ACRN E3) (O&MN,N)			
630004	R425	Incremental funding in the amount of \$400,000 (ACRN F4) (APN)			

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK (SOW) Industrial Prime Vendor (IPV) Naval Surface Warfare Center (NSWC) Crane Airborne Electronic Warfare Code WXS

1.0 General scope

This Statement of Work (SOW) delineates the use of innovative methods of providing cost efficient, integrated supply chain management, together with a vendor controlled Information Technology Systems (ITS) in support of the full range of repair part requirements of the Naval Surface Warfare Center (NSWC) Crane, Airborne Electronics Warfare (AEW) Department, Code WXS using Direct Vendor Delivery (DVD) methods. Repair parts and industrial hardware are required to be stored near the point of use. These materials are to be stocked in up to 6,000 bins provided by the government and located in the supply department within building 3330C. These parts are of various sizes and weights from 1gram to 10,000 lbs. If parts are too big for bins, a delineated space on the floor will be provided. Technicians employ these materials in the maintenance, overhaul and repair of aviation and related weapons systems. Inside AEW spaces, the equipment for movement of heavy materials will be provided on a case by case basis. Contractor shall be required to provide equipment to get materials to NSWC Crane property threshold. A government supplied forklift will be available for contractor use to move materials off trucks at 3330C only. Contractor personnel will move materials as required by hand and forklift within 3330C to stock storage bins.

The stated objectives and expected outcomes are as follows:

- a. The reduction of total logistics costs for the AEW Department depot operations;
- b. Maximize use of existing federal stock under Integrated Material Management (IMM). To support this approach the Contractor shall obtain a Department of Defense Activity Address Code (DODAAC);
- c. The reduction of time required by the AEW Department to accomplish its maintenance, overhaul and repair mission by streamlining processes and improving supply availability;
- d. The establishment of a reliable direct industry surge and sustainment capability; and
- e. Fulfilling the goal of a 100 percent fill rate for each item covered by the task order. A 100 percent fill rate means that the specific spare part or item of industrial hardware is available in the bin each and every time the item is required by the technician, in accordance with paragraph 3.1.2.

1.1 Covered items of supply

The repair parts and items of industrial hardware covered by this Task Order (TO) and SOW are provided as reference in attachment (4) - IPV Parts List. The list provides a projected 2-year

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usage requirement.

1.2. Additional Covered Items of Supply

The scope of this TO and SOW includes items of supply which have not been identified as repair parts for maintenance, overhaul and repair of aviation and related weapons systems at the time of award, but which will have application to the accomplishment of the AEW depot mission. Such items shall be identified to the Contracting Officer's Representative (COR) who will review with the Requiring Technical Authority (RTA) and be added to the list by the COR upon approval by the RTA. The Government may conduct post-award reviews to assure reasonableness of prices for add-on items. When price justification is requested, Contractor shall furnish such information to the Government within fifteen (15) days after receipt of the request. Conversely, when items identified as repair parts or industrial hardware at the time of award are determined to be other than repair part, or when such items are discontinued, they will be identified to the COR who will review with the RTA and be removed from the list by the COR upon approval by the RTA.

1.3. Repair Part Stock Areas

The scope of this TO and SOW includes repair part areas in Building 3330C, which support the On-Board Systems Lab and the HF/Digital Assemblies Lab where aviation Weapons Replaceable Assembly (WRA), Shop Replaceable Assembly (SRA) and related weapons systems are maintained, overhauled and repaired.

1.4. Information Technology Systems

The scope of this TO and SOW includes the usage of the Contractor's proprietary Information Technology Systems (ITS), which are compatible and interface with existing Government ITS, to ensure the continual flow of complete, accurate and up-to-date information; provide for systematic required reporting, electronic invoicing and payment; eliminate redundancies and simplify procedures; and to which Government personnel shall have access. The ITS must be compatible with and interface to the Integrated Logistics Management Information System (ILSMIS) and the Airborne Electronic Warfare System Workload Management System (SWMS). No Government furnished software will be provided other than the basic software provided with the one (1) Navy and Marine Corp Internet (NMCI) seat. Any Move Add Changes will be provided by AEW on an as needed basis applicable to all NMCI regulations and approved by the COR. The government will provide required T-1 hook up and equipment as needed.

1.5. Applicable Contract Paragraphs

This Task Order (TO) applies to the following SOW paragraphs of the basic SeaPort Enhanced (SeaPort-e) Multiple Award Contract (MAC):

SOW Para.	SOW Paragraph Description
3.17	Supply and Provisioning Support

2.0 APPLICABLE DOCUMENTS

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The Contractor shall perform support tasks in accordance with applicable military standards, handbooks, performance specifications, and non-Government documents, as well as all project specific technical documentation and information as specified herein. Project specific documentation will be provided as Government Furnished Information (GFI). The exact revisions of some documents are not cited in the text of this SOW for the convenience of reference. All references listed are assumed to be the latest revision as of the date of TO award. In the event of conflict between these documents and the contents of this SOW, the SOW shall be considered a superseding requirement.

OPNAVINST 5102.1	Navy and Marine Corps Mishap and Safety Investigation Reporting and Record Keeping Manual
OPNAV 4790	Maintenance Program
OPNAV 4790	Technical Requirements – Maintenance Configuration
OPNAV 4790	Release Document (MCRD)
OPNAV 4790	.2H Aviation Maint. (NAMF)
OPNAV 4790	.4D Ship Maint/Matrl Mgmt
OPNAV 4790	.13 Surf Ship Elect Equip
OPNAV 4790	.14D Joint Depot Maint.
OPNAV 4790	.15D Air Launch/Recovery Equip. Maint.
OPNAV 4790	.16 Condition-Based maint. Policy
ISO 9000:2000	Airborne Electronic Warfare Quality Procedures

3.0 Task requirements

The scope of work under this TO covers the entire breadth of supply chain management for repair parts and industrial hardware required by the Airborne Electronic Warfare (AEW) Department for the maintenance, overhaul and repair of aviation and related weapons systems, including, but not limited to the following:

- a. The forecasting and status reporting of the continuing needs of the AEW Department for repair parts and industrial hardware used in the maintenance, overhaul and repair of aviation and related weapons systems.
- b. The acquisition, inventory control, and distribution of repair parts and industrial hardware items to established stock areas in Bldg 3330C as required in the overhaul, maintenance and repair of aviation and related weapons systems.
- c. The use of existing federal stock under Integrated Material Management (IMM). To support this approach the Contractor shall obtain a Department of Defense Activity Address Code (DODAAC). Acquisition shall be conducted in accordance with the Priorities for use of Government supply sources as specified in Federal Acquisition Regulation (FAR) 8.002.
- d. ITS necessary to support the Industrial Prime Vendor (IPV) Program.

The obligations of the Contractor and the Government relating to the IPV Program for the repair part stock requirements are set forth in this TO, including this SOW.

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3.1. Industrial Prime Vendor Program

Except as otherwise provided herein, for the period of this TO, the Contractor shall provide the full breadth of supply chain management, as defined herein, together with required ITS, for the support of the repair part stock requirements relating to its maintenance, overhaul and repair of aviation and related weapons systems. Contractor's performance as IPV includes the following:

3.1.1. Supplier/Manufacturer Network

The Contractor shall ensure a successful implementation of the IPV, with portability to other sites. The Contractor shall use their network of suppliers and manufacturers in performing this TO. The Contractor shall establish supplier qualifications and accomplish supplier delivery and quality performance reviews. Suppliers shall abide by ISO9000:2000 standards or equivalent. The Contractor may use sources of supply other than those in its fully integrated network provided Contractor qualifies and receives Government approval for such suppliers under its source selection system, and the suppliers are not listed in the Joint Consolidated List of Debarred, Suspended or Ineligible Contractors maintained by the General Services Administration. The Contractor shall comply with all applicable Qualified Product List (QPL). The Contractor shall incorporate a system for obtaining, handling and supplying Original Equipment Manufacturers (OEM) certified parts into contractual instruments with vendors. The Contractor shall resolve any deficiencies with non-complying parts failing to meet the form, fit, and functional requirements.

3.1.2. Repair Parts Support

The Contractor shall maintain quantities in each repair part bin at a level which the Contractor has determined will ensure that each and every time the technician attempts to draw such repair parts or industrial hardware from a bin, the required number of repair parts or industrial hardware will be available from that bin. If the number of repair parts or industrial hardware is not available to the technician at such time, the technician will immediately notify the Contractor's Site Manager or other named point of contact, of the lack of sufficient repair parts or industrial hardware in the bin. The Contractor shall inform the designated Government representative and shall correct the stock outage no later than twenty-four (24) hours of receipt of notice. The fill rate of 100 percent will be deemed to have been met for any stock outage that has been corrected within twenty-four (24) hours after notification to the Contractor's Site Manager.

The Contractor shall fill replenishment requisitions for repair parts based on the following schedule which is determined by parts usage frequency and/or critical components;

Requisition Priority 1-3	1-3 days
Requisition Priority 4-8	3-5 days
Requisition Priority 9-15	7-10 days

(a) A "Bin" is defined as an individual container or drawer where a specific repair part is located,

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which is there for the purpose of containing an agreed upon quantity of an item of supply.

(b) Compliance with the 100 percent fill rate will be on an individual parts basis in accordance with the transition plan. Within 90 days after date of TO award, Contractor shall attain and maintain a 100 percent fill rate on the initial weapons system implemented. If the incumbent contractor wins the follow-on contract, the contractor shall fill bins at the 100% fill rate of supply support at time of task order award.

3.2. Support

3.2.1. General

Contractor will employ the required ITS and develop a network of vendors able to support the depot operations. Contractor will expand its proprietary ITS to include its core suppliers with whom they were not implemented at task order award date, and to any other vendors determined essential to successful performance of this TO.

3.2.2. Ensuring on-demand parts

Contractor shall ensure on-demand parts, defined as high rate of usage parts, to the user. Contractor will provide optimum support by using virtually any and all of the available support methods including private sector distribution systems/storage facilities, and the best buying strategies currently used in the private sector. As the first choice, the Contractor is required to use the Government supply system if repair parts are ready for issue. The Contractor will provide Total Logistics Management including anticipating customer needs, forecasting customer parts/ materiel requirements, purchasing, inventory control, storage and distribution.

3.2.3. Competition and Quality

The Contractor shall use the latest and highest quality standards to meet all form, fit and functional requirements. Contractor shall establish a system, which enables the rapid receipt of non-stocked parts and materiel. Contractor shall establish and maintain a process for contingencies and multiyear package buys to include IDIQ contracts based on system and/or commonality of technology. When urgent requirements arise, Contractor shall expedite the receipt of the part to include overnight/express delivery. The Contractor's quality system shall be certified ISO 9000:2000 or equivalent. If the contractor is not currently certified, the contractor shall propose a plan and timetable to obtain certification. The Contractor shall comply with any local Quality Programs in place at the customer facility. The Contractor shall maintain systems or processes, which will assure material traceability in the event that non-conforming parts are received at NSWC Crane.

3.2.4. Analysis of Requirements and Forecasting

Contractor will forecast parts needs and anticipate surge requirements and report them to WXS managers. To accomplish this SOW element, Contractor will:

- a) have in place a 365 day Look Ahead Forecasting System to report and assure parts

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availability;

- b) contract for parts procurement to assure availability;
- c) perform quarterly re-look to assure demand rate will not deplete inventory;
- d) work closely with all members of the supply chain and use in place Contractor tools and processes;
- e) have its Site Manager work closely with Shop Management and Planners to understand Depot Maintenance Interservice Support Agreement (DMISA) schedules and requirements;
- f) have its Site Manager or his/her representative attend all relevant planning meetings and participate in any other opportunities in which work flow and schedules are discussed; and
- g) have assigned buyers/analysts work closely with suppliers to garner data relevant to sourcing and production lead times pertaining to repair parts stock, to ensure accuracy of parts references, and to resolve anomalies that might exist, such as superseded parts, package quantities, drawing errors etc.

3.2.5. IPV - Code WXS Supply Support Coordination and Process Improvement

Building on lessons learned, the Contractor shall promote a continual effort to conduct parts motion studies, process improvement studies, and review supply methods in order to increase communication and coordination between government and Contractor personnel. The process improvement studies shall promote an improved process to allow managing workers to quickly check and know the status of empty bins. Bins waiting to be refilled with parts shall show a visual status. This visual status shall show at a glance the estimated arrival date of the parts and when the requisition has become past due. The expected fill date shall be visible and allow easy access to allow the manager to check reason for delay. The visual indication shall show when the parts were ordered, if the part has been reordered and new date of arrival. A flag to highlight bins status shall be provided and made evident with a higher priority flag when parts have missed the original delivery date. The supply support improvement process shall provide improved status visibility between Supply Management Department Midwest and the Department's current DoD customers. The improved communication interface shall provide the means to procure standard and non-standard (NSN and non-NSN) consumable materials and repair parts and provide them to customers, giving consideration to cost, quantity, quality, and timing to meet customer production schedules. The Contractor shall draw upon best commercial and government business practices to minimize inventory and inventory costs, reduce requisition processing and customer wait time, and improve overall operational efficiency. The Contractor shall implement an electronic system that seamlessly bridges customer production planning systems to the Navy Supply system and relieves customers of all material procurement and distribution burdens. The Contractor shall engage in discussions with other departments to propose process improvements in their supply support needs. The Contractor shall provide a written report that includes a cost estimate of system improvements, operations improvement, and a schedule for a 12- month implementation. The identification of any risks associated with

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implementation of the electronic system will be reported to WXS Division managers. The Contractor shall also participate in Continuous Process Improvement events during the period of performance for this TO. The Government estimates a total of four (4) such events lasting five (5) working days each will be required.

3.2.6. Integrated Supply Chain Management

The Contractor shall provide an integrated supply chain management system, which accomplishes the following:

- a) Reduce cycle times and inventories;
- b) Embody a close relationship among suppliers and the customer;
- c) Join all supply chain participants in an integrated strategic partnership;
- d) Combine proven modules of existing software, to include Systems of Electronic Catalog/Procurement, Inventory Control, and Support, to form a family of automation and communications;
- e) Connect to customers via Electronic Data Interchange (EDI), where available.;
- f) Offer rapid and sustained movement of stock directly from supplier to designated customer facilities to support routine and surge requirements;
- g) Use smart purchasing arrangements with key suppliers, strict supplier control, virtually instantaneous shipments, and a very close working relationship with the customer and minimal on-hand stock; and
- h) Provide seamless supply chain management, which includes integration of commercial and military supply and distribution systems with no change to local Automatic Data Processing (ADP) systems.

3.2.7. Issuance/Delivery/Receipted Parts/Material

To ensure that parts are appropriately ordered, received, issued and stored, the Contractor will, in addition to the aforementioned, implement a system whereby it provides items to the customer under three (3) scenarios: Responsive, Predictive and Unexpected. Responsive supply will be based on a formal review of demand for items ordered by the customer. Predictive supply will employ the forecasting capability. Unexpected demands will result in a direct part delivery if it is not otherwise available.

3.2.8. Supply and Provisioning Support

This functional area consists of applying the analytical and technical disciplines required to ensure that fielded war-fighter capabilities are materially sustained. The principle objective of this functional area are to ensure that material for operation and maintenance of war-fighter systems is available when required, that materials are properly stored and transported, and

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inventories are managed in a cost effective manner to sustain supported systems.

3.3. Performance Standards

Performance Standard (1)

Repair Parts are available on request to fully support depot workload requirements.

Method of Performance Assessment

Technicians will document occurrences of repair parts not being available upon request.

Acceptable Quality Level

Less than 3 occurrences per month are acceptable.

Performance Standard (2)

Qualities of repair parts are consistent with approved configuration of item under repair.

Method of Performance Assessment

Technicians will document quality or configuration issues associated with repair parts provided by Contractor.

Acceptable Quality Level

Less than 2 occurrences per month are acceptable.

Performance Standard (3)

Open Market purchases will comply with provisions of FAR and DFAR as with obtaining 3 sources of supply offers when available to ensure the best possible price is obtained and competition is maintained.

Method of Performance Assessment

Spot check of procurement records to ensure proper acquisition processes followed.

Acceptable Quality Level

Less than 3 occurrences in any 12-month period.

Performance Standard (4)

Resolve any Reports of Discrepancy (RODs) and Quality Discrepancy Reports (QDRs) in a timely and efficient manner.

Method of Performance Assessment

Monitor Reports of Discrepancy (RODs) and Quality Discrepancy Reports (QDRs) and review Contractor actions taken to ensure credit or refund received and corrective action taken for future purchases of like or similar items.

Acceptable Quality Level

Less than 3 occurrences in any 12-month period.

4.0 GOVERNMENT FURNISHED ITEMS

4.1. Government Furnished Information (GFI)

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The Government will provide all applicable program technical documentation and information to the Contractor as GFI. This includes technical manuals, training materials and information, drawings, specifications, procedures, processes, and quality system documents required for the performance of engineering, logistics, and technical support. This GFI will be provided as required or at the request of the Contractor or as specified by TI.

4.2. Government Furnished Material (GFM)

GFM, as specified by TI, will be provided when the Contractor has a requirement for special or specific Government material in the performance of specific tasking.

4.3. Government Furnished Equipment (GFE)

The Government will provide, as GFE, the tools, equipment, and computing resources required for the accomplishment of the tasks set forth in this SOW. A list of specific GFE can be found in attachment (5) – IPV Government Furnished Equipment. Additional GFE will be provided as required or at the request of the contractor or as specified by TI.

4.4. Government Furnished Facilities (GFF)

The Government will not provide GFF. Contractors are required to perform tasks as previously outlined on site at NSWC Crane in Bldg 3330C, however, a designated office space will not be provided. Accessibility of equipments, materials, files, and other information required to perform tasks will be furnished on an as needed basis but only as approved in writing by WXS management or Task Order Manager. Contractor shall provide off base storage for parts not yet delivered to AEW.

4.5. Return of Government Furnished Items

All GFI, GFE, and GFM provided to or acquired by the Contractor shall be returned to WXS upon completion of assigned tasking.

5.0 DELIVERABLES (CDRL A001, A002, A003, A004)

All deliverables shall be completed and submitted in accordance with Contract Data Requirements Lists (CDRLs) and the requirements listed below. Final copies of deliverables shall be distributed to the following:

Contracting Officer's Representative (COR): Ms. Carol Steele
Code 410.14, Bldg 41SE
300 Highway 361
Crane, IN 47522
carol.steele@navy.mil

Requiring Technical Activity (RTA): Mr. Thomas Talbert,
WXS, Building 3330C
300 Highway 361

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Crane, IN 47522
thomas.talbert@navy.mil

5.1. Technical Report-Study/Services (CDRL A002, A003, A004)

The Contractor shall provide the Government with engineering and technical reports. Contractor format is acceptable.

Deliverables: Engineering and technical reports shall provide the Government with fully documented results of studies, investigations, experiments and analyses performed. Reports include summaries, recommendations, status, trip reports, and any other required report as listed on each CDRL.

Frequency: As Required. The Government shall provide notification of all required reports and associated due dates if not listed on each CDRL.

Medium: Electronic format (Microsoft compatible format whenever possible). Document shall be transmitted via e-mail or accessible via the Internet.

Due Date: Contractor will be notified of specific due dates if not specified or described on each CDRL. Contractor is responsible for timely delivery of data deliverables.

5.2. Contractor's Progress, Status and Management Report (CDRL A001)

The Contractor shall provide monthly progress and status reports for each Contract Line Item Number (CLIN) to the Government. The report shall summarize efforts currently in progress, planned tasking, accomplishments and problems encountered, and financial status by CLIN.

Deliverables: The Contractor shall submit a Monthly Progress and Status Report, in narrative form with graphics, as appropriate, to better define information. Contractor format is acceptable.

Frequency: Monthly.

Medium: Electronic format (Microsoft compatible format whenever possible). Unless the original format of the document is a requirement, Contractor format is acceptable. Document shall be transmitted via e-mail or accessible via the Internet.

Due Date: 45 days after TO award and monthly thereafter.

5.3 TO Funding Notification Letter (B011)

Contractor shall provide TO Funding Notification Letter showing percentage funding expended by TI on this TO. An example of the TO Funding Notification Letter can be found at http://www.crane.navy.mil/acquisition/Funding%20Notification%20Letter%20Example%20visual%20chart_Jun%2009.doc.

Frequency: Monthly

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Medium: Electronic format (Microsoft compatible format whenever possible). Document shall be transmitted via e-mail or accessible via the Internet.

Due Date: First submission is due NLT 30 calendar days after task order award and by 15th of each month thereafter.

6.0 SPECIAL CONDITIONS

The following special conditions shall apply to the Contractor in the performance of the tasks of this TO:

6.1. Discrepant Orders and Returns

Contractor shall accept returns and either refund the cost or replace the item, at the discretion of the Government, under the following conditions:

- a. Product was shipped in error
- b. Product was damaged during shipment
- c. Product was recalled
- d. Other actions consistent with contractor's standard commercial practice
- e. Product failed to meet form, fit and functional requirements

6.2. Transition Phase Out

If incumbent IPV contractor does not retain the follow-on TO then a 60 day period will commence on the first day of the new IPV contractor's start. This period shall allow outgoing contractor a period of performance to turn over all materials and other items as specified and determined in main contract.

This period shall also allow the new contractor to interface with outgoing contractor for a smooth and uninterrupted turn over. All labor shall be charged at normal contractual rates as needed and/or terminated by Government at the discretion of AEW management.

6.3. Transition Support

During the 60-day transition period, the incumbent Contractor shall provide the assistance and support required to ensure the orderly transition of all Logistics Support, and transitional planning necessary to commence uninterrupted operation by the follow-on Contractor.

6.4. GFE Inventory

At the end of the period of performance, the Incumbent Contractor, and a designated Government representative shall conduct an inventory of each primary operating site, to include all GFE, spare expendable/repairable parts, support equipment, and furniture. The Incumbent Contractor shall deliver all GFE and government furnished data in his custody to the Government representative. The Incumbent Contractor shall ensure all parts and support equipment are delivered to the Government in a Ready for Issue condition.

6.5. Operations

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During the 60-day transition, the Incumbent Contractor shall be fully responsible for continued operations in accordance with this SOW.

6.6. Security Classification

The Contractor shall comply with security procedures and instructions as specified by the local Government Security Department and Section C of the SeaPort-e MAC. The nature of the work under this SOW is mostly unclassified. However, some tasks may require access to classified documents and secured lab areas. All Contractors performing these tasks are required to obtain up to and including a SECRET security clearance. Access to classified information will be limited by security clearance level and need to know, and all classified material shall be handled in accordance with approved security practices and procedures. Contractor personnel in contact with classified documentation and/or equipment shall have the proper level of clearance on file with the local Government Security Office. A Department of Defense Form 254 (DD 254) shall be filed with the TO identifying the Contractor's facility and safeguarding level of clearance requirements. Classified information may be received or generated by the Contractor, in accordance with DOD-5220.22-M, National Industrial Security Program Operating Manual (NISPOM), to fulfill the requirements of this task order.

6.7. License, Certifications, and Training

The Contractor is required to receive training and hold a valid license or certification for the operation of forklifts and other handling equipment (hoists, cranes, etc.), and for any other specialized operations as required in support of the tasking set forth in this SOW. Training may be Government sponsored and conducted on-center, Contractor sponsored and conducted at Contractor's facilities, or vendor sponsored and conducted at vendor facilities.

6.8. Safety and Health

The requirements of this order may require Contractor personnel to come in contact or be exposed to hazardous conditions and materials. The Contractor shall abide by all applicable Federal, local, and state occupational safety and health requirements. The Government will provide Standard Operating Procedures (SOP) when applicable. The Contractor must have on record a corporate safety plan and shall provide a copy to the COR when instructed. The Contractor shall ensure all employees have appropriate Personal Protection Equipment (PPE). The Contractor shall ensure employees have all required training and certifications related to Occupational Safety and Health Requirements.

6.9. Control of Contractor Personnel

The Contractor shall comply with the requirements of NAVWPNSUPPCENINST 5510.1 and NAVWPNSUPPCENINST 5910.1. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the Crane Division Security Department. Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs, the Contractor shall

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remove from TO performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2. Within 10 working days of TO award, the Contractor shall provide a list of employees working under this TO, containing employee names, security clearance levels, and labor categories. This list shall be updated and submitted to the Government within forty-eight hours after changes occur.

6.10. Identification Badges

The Contractor is required to obtain identification badges from the Government for access to Government facilities. The identification badge shall be visible at all times while employees are on NSWC Crane property. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to Contractor employees are returned to the NSWC Crane Security Department within forty-eight hours following the completion of the TO, relocation, or termination of an employee issued an identification badge, and upon request by the Contracting Officer.

6.11. Accident Reporting

The Contractor shall maintain an accurate record of and shall report all accidents to the COR and/or the NSWC Crane Security Department as prescribed by OPNAVINST 5102.1, Navy and Marine Corps Mishap and Safety Investigation Reporting and Record Keeping Manual.

6.12. Smoking Regulations

Smoking on NSWC Crane premises shall be in approved areas only in accordance with NAVFAC P-1021. Smoking in vehicles is prohibited.

6.13. Data Rights

All data and documentation created and delivered in support of this effort becomes the property of the Government and will be delivered without proprietary markings. The Government shall have Government purpose rights for all data associated to this TO.

6.14. Information Non-Disclosure

The Contractor shall not disclose any information provided or developed under this TO outside the Government without prior approval from the WXS Project and Branch Managers.

6.15. Release of Information

All technical data provided to the Contractor shall be protected from the public. All other information relating to the items to be delivered and services to be performed under this TO may not be disclosed by any means without prior approval of the authorized representative of the Contracting Officer. Dissemination or public disclosure includes, but is not limited to, permitting

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access to such information by foreign nationals by any other person or entity, or publication of technical or scientific papers, or advertising or any other proposed public release. The Contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access.

6.16. Privacy Act

Under US Code Title 5, Section 552, information accessed in completing this TO is subject to the Privacy Act.

6.17. Damage Reporting

The Contractor shall maintain an accurate record of and shall report to the COR all damages to Government furnished equipments and facilities as prescribed by OPNAVINST 5102.1.

6.18. Non-Personal Services

The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances will the Government assign tasks to, or prepare work schedules for individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the Contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the COR immediately. Support services under this contract shall not be used to perform work of a policy/decision making or management nature, i.e., inherently Governmental functions. All decisions relative to programs supported by the Contractor shall be the sole responsibility of the Government.

6.19. Hours of Operation

The Contractor's hours of operation will be provided on each individual TI. If not so stated, then the hours will be 0730 to 1600, local time, Monday through Friday. The Contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work required by the TO.

6.20. Flextime

The Contractor may be permitted to utilize a Flextime schedule for their employees working at NSWC Crane Division if specified on individual TI. A Flextime schedule allows a starting time between the hours of 0630 and 0830, with a quitting time eight and one-half hours after the clock-in time (1500 to 1630). The Contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the Flextime schedule may exist, and the Contractor will be notified by the COR of any permanent or temporary exceptions.

6.21. Compressed Work Schedule

The Contractor may be permitted to utilize a compressed work schedule for their employees

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working at NSWC Crane Division if specified on individual TI. A compressed work schedule allows a starting time between the hours of 0600 and 0800 for eight of the ten workdays (nine hours per day), and between 0630 and 0800 for one of the ten workdays (eight-hour day), with a stopping time between the hours of 1530 and 1730. The Contractor's full-time employees shall adhere to the same number of hours each day for eight of the ten workdays (nine hours per day) during a biweekly pay period and for one eight-hour day during the same biweekly pay period. The Contractor's full-time employee is required to work 80 hours in a biweekly pay period and this work must be scheduled for fewer than 10 days in a biweekly pay period. In some cases, a Contractor employee may be required to remain on a non-compressed work schedule or to adjust Contractor employee work hours (arrival and departure time) to accommodate the needs of the organization that they support. The Contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the compressed schedule may exist and the Contractor will be notified by the COR of any permanent or temporary exceptions.

6.22. Closed Days

All closed days will be designated by the Commander, NSWC, Crane Division. Closed days will be associated with holidays, National Security and/or inclement weather/dangerous conditions. The Contractor will not be allowed to work on NSWC, Crane Division during designated closed days, unless they are deemed to be essential personnel. Essential personnel will be identified by the Government, and communicated to the Contractor prior to the designated closed day, and will be authorized by COR/KO approved TI.

6.23. Inclement Weather/Dangerous Conditions

When NSWC Crane Division is closed by the Commander because of inclement weather conditions and/or dangerous conditions (NAVWPNSUPCENINST 11210.1), notification of the closing will be broadcast over local radio and television stations.

6.24. Holidays

A list of Crane Division observed holidays and/or closed days in conjunction with the holidays will be published at the beginning of each calendar year. Contractor employees will not be allowed to work on Crane Division, Crane IN on a holiday and/or closed day. Contractor management has the option of making a decision to allow its employees to work at an off-site satellite facility(s), if appropriate.

6.25. Travel

The Contractor is required to travel in support of the tasking in this SOW. Trip duration will normally not exceed five (5) working days plus the required transit time. Trip reports shall be provided within fifteen (15) working days of return from travel. The Contractor is authorized to use task order funds for travel in order to complete assigned tasking. WXS will determine travel destination, dates and purposes as schedules develop. Travel will be authorized by the COR via approved travel TIs. The Contractor is authorized to purchase non-refundable airline tickets for

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required travel.

6.26. Incremental Funding

This task order will be funded incrementally.

6.27. Contracting Officer's Representative (COR)

The COR for this task order is Ms. Carol , Code 410.14, telephone 812-854-3477, email: carol.steele@navy.mil.

6.28. Requiring Technical Activity (RTA)

The RTA Point of Contact is Mr. Tom Talbert, WXS, telephone 812-854-3124, email: thomas.talbert@navy.mil.

7.0 PERIOD OF PERFORMANCE

The period of performance shall be one (1) year from date of award, with 2 (6 month) options and a 60-day Phase-out option.

7.1. Place of Performance

Tasking will be accomplished at NSWC, Crane and at contractor facilities. Bin stocking will be performed in building 3330C.

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SECTION D PACKAGING AND MARKING

All provisions and clauses in SECTION D of the basic contract apply to this task order, unless otherwise specified in this task order.

DATA PACKAGING LANGUAGE (5503)

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

MARKING OF REPORTS (NAVSEA) (SEP 1990) (5506)

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

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

(Name of Requiring Activity)

(City and State)

PROHIBITED PACKING MATERIALS (5512)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1). The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts.

The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

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

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SECTION E INSPECTION AND ACCEPTANCE

All provisions and clauses in SECTION E of the basic contract apply to this task order, unless otherwise specified in this task order.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at DESTINATION.

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)

Inspection and acceptance of all data shall be as specified in the Contract Data Requirements List as described within the SOW.

GOVERNMENT FURNISHED MATERIAL (NAVSEA) (MAY 1995)

Government Furnished Material: When material is furnished by the Government, the contractor's procedures shall include at least the following:

- (a) Examination upon receipt, consistent with practicality, to detect damage in transit;
- (b) Inspection for completeness and proper type;
- (c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;
- (d) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation;
- (e) Identification and protection from improper use or disposition; and
- (f) Verification of quantity.

Damaged Government Furnished Material: The contractor shall report to the Government representative any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use. Bailed Property: The contractor shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative.

[As used in the foregoing, the term "material" applies to Government-furnished equipment to be installed in or furnished with the end item. The term "property" is Government equipment that is used in the fabrication or assembly of the end item, and is not delivered as part of the end item.]

NOTE: Government representative means Contracting Officer

CLAUSES INCORPORATED BY REFERENCE

- 52.246-3 Inspection of Supplies-Cost Reimbursement MAY 2001
- 52.246-5 Inspection of Services-Cost Reimbursement APR 1984
- 252.246-7000 Material Inspection and Receiving Report MAR 2003

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	7/16/2009 - 7/15/2011
4100	2/1/2010 - 7/15/2011
4200	7/8/2010 - 7/15/2011
4300	7/10/2011 - 3/15/2012
6000	7/16/2009 - 7/15/2011
6100	2/1/2010 - 7/15/2011
6200	7/8/2010 - 7/15/2011
6300	7/16/2011 - 3/15/2012

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

CLIN	FROM
4000	7/16/2009 - 7/15/2011
4100	2/1/2010 - 7/15/2011
4200	7/8/2011 - 7/15/2011
4300	7/16/2011 - 5/15/2012 Phase-out Option
6000	7/16/2009 - 7/15/2011
6100	2/1/2010 - 7/15/2011
6200	7/8/2011 - 7/15/2011
6300	7/16/2011 - 5/15/2012 Phase-out Option

The period of performance for the following option items are from date of option exercise through 6 months thereafter, estimated at:

Services to be performed hereunder will be provided at NSWC, Crane Bldg 3330C and contractor facility.

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SECTION G CONTRACT ADMINISTRATION DATA

All provisions and clauses in SECTION G of the basic contract apply to this task order, unless otherwise stated herein.

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(A) The COR is:

Carol Steele, Code 410.14
300 Highway 361, Bldg 41SE
Crane, IN 47522
carol.steele@navy.mil
812-854-3477

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the task order.

(c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the task order, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the task order; or until the issue has been otherwise resolved.

SECURITY ADMINISTRATION (5806)

The highest level of security required under this contract is SECRET as designated on DD Form 254 attached hereto and made a part hereof. The Commander, Defense Security Service, Director of Industrial Security, Midwest Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. The web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <https://wawftraining.eb.mil>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

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

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

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

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- ___ Invoice (FFP Supply & Service)
- ___ Invoice and Receiving Report Combo (FFP Supply)
- _X_ Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)
- ___ Receiving Report (FFP, DD250 Only)

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

Issue DODAAC	N00164
Admin DODAAC	S2404A
Pay Office DODAAC	HQ0338
Inspector DODAAC	N/A
Service Acceptor DODAAC	N00164
Service Approver DODAAC	N00164
Ship To DODAAC	N/A
DCAA Auditor DODAAC	N/A
LPO DODAAC	N/A
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) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in 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 ODCs (materials and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoice; 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 and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting officer Representative; or other method s agreed to by the Contracting Officer.

(f) 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 to WAWF.

Send Additional Email Notification To:

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

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Ms. Carol Steele
Code 410.14, Bldg 41SE
300 Highway 361
Crane, IN 47522
carol.steele@navy.mil
812-854-3477

(g) 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.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number.

(End of Text)

CONTRACT ADMINISTRATION DATA LANGUAGE (5802)

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the task order if such address is different from the address shown on the proposal.

Address:

Street & number _____
City & State _____
County _____
Zip Code _____

CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (JAN 2001)

(a) Pursuant to FAR 42.1502, this task order is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract/task order. CPARS is located at <http://www.cpars.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPARS. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS. Name, Phone, Email Address

PURCHASING OFFICE REPRESENTATIVE LANGUAGE

PURCHASING OFFICE REPRESENTATIVE:

Holly Dant
Code CXNM
300 Hwy 361
Crane, IN 47522
(812) 854-5262
holly.dant@navy.mil

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Accounting Data

SLINID	PR Number	Amount
400001		35000.00
LLA :		
A1 1771506 Y5B0 252 00019 0 050120 2D 000000 A00000110088		
Standard Number: N0001909RX00676 AA		
Req. No. 91918436		
600001		1465000.00
LLA :		
A1 1771506 Y5B0 252 00019 0 050120 2D 000000 A00000110088		
Standard Number: N0001909RX00676 AA		
Req. No. 91897367		
BASE Funding 1500000.00		
Cumulative Funding 1500000.00		
MOD 01		
400002		35000.00
LLA :		
A2 97X4930 NH1J 000 77777 0 000164 2F 000000 W5400 DW51112		
REQN. NO. 9257-3440		
400003		50000.00
LLA :		
A3 97X4930 NH1J 000 77777 0 000164 2F 000000 W5400 DW30695		
REQN. NO. 9265-2741		
400004		15000.00
LLA :		
A4 97X4930 NH1J 000 77777 0 000164 2F 000000 W5400 DW51120		
REQN. NO. 9265-2747		
600002		5000.00
LLA :		
A2 97X4930 NH1J 000 77777 0 000164 2F 000000 W5400 DW51112		
REQN. NO. 9257-3447 (ACRN Increase)		
600003		100000.00
LLA :		
A5 97X4930 NH1J 000 77777 0 000164 2F 000000 W5400 DW51103		
REQN. NO. 9257-3455		
600004		50000.00
LLA :		
A6 1791506 Y1CH 310 00019 0 050120 2D 000000 A00000105417		
REQN. NO. 9257-3451		
DOCUMENT NO. N0001909RX00639 (AA)		
600005		400000.00
LLA :		
A3 97X4930 NH1J 000 77777 0 000164 2F 000000 W5400 DW30695		
REQN. NO. 9265-2751 (ACRN Increase)		
600006		85000.00
LLA :		
A4 97X4930 NH1J 000 77777 0 000164 2F 000000 W5400 DW51120		
REQN. NO. 9265-2756 (ACRN Increase)		
600007		70000.00
LLA :		
A7 97X4930 NH1J 000 77777 0 000164 2F 000000 W5400 DW52226		
REQN. NO. 9265-2760		
600008		30000.00
LLA :		

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A8 1791804 4A5A 257 00019 0 050120 2D 000000 A00000241767
 REQ. NO. 9265-2964
 DOCUMENT NO. N0001909RX01717 (AA)

MOD 01 Funding 840000.00
 Cumulative Funding 2340000.00

MOD 02

400005 92992519 100000.00
 LLA :
 A9 97X4930 NC1A 000 85003 0 000383 7T 000000 7PRU000CRP00
 Standard Number: N0038310WXZA512 (AA)

600009 92992515 700000.00
 LLA :
 A9 97X4930 NC1A 000 85003 0 000383 7T 000000 7PRU000CRP00
 Standard Number: N0038310WXZA512 (AA)

MOD 02 Funding 800000.00
 Cumulative Funding 3140000.00

MOD 03

400006 93443362 13326.00
 LLA :
 B1 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400FW54411
 Note: The Contractor may incur costs for work performed against this SLIN through
 30 SEP 2010.

600010 93443347 88840.00
 LLA :
 B2 1781506 U5BK 310 00019 0 050120 2D 000000 A00000313113
 Standard Number: N0001910RX00201 (AA)
 Note: The Contractor may incur costs for work performed against this SLIN through
 30 SEP 2010.

MOD 03 Funding 102166.00
 Cumulative Funding 3242166.00

MOD 04

400007 00080200 35000.00
 LLA :
 A6 1791506 Y1CH 310 00019 0 050120 2D 000000 A00000105417
 Standard Number: N0001909RX00639 (AA)

400008 00080202 100000.00
 LLA :
 B3 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400FW51100

400009 00200882 25000.00
 LLA :
 A9 97X4930 NC1A 000 85003 0 000383 7T 000000 7PRU000CRP00
 Standard Number: N0038310WXZA512 (AA)

400010 00215421 4050.00
 LLA :
 B4 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400DW54409

600011 00080195 800000.00
 LLA :
 A9 97X4930 NC1A 000 85003 0 000383 7T 000000 7PRU000CRP00
 Standard Number: N0038310WXZA512 (AA)

600012 00080197 90000.00
 LLA :
 B5 97X4930 NC1A 260 85003 0 000383 7R 000383 7PP1000SSP9A
 Standard Number: N0038310WXZ6262 (AA)

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600013 00080198 75000.00
 LLA :
 B5 97X4930 NC1A 260 85003 0 000383 7R 000383 7PP1000SSP9A
 Standard Number: N0038310WXZ6264 (AA)

600014 00200850 475000.00
 LLA :
 A9 97X4930 NC1A 000 85003 0 000383 7T 000000 7PRU000CRP00
 Standard Number: N0038310WXZA512 (AA)

600015 00215204 25000.00
 LLA :
 B6 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400FW57733
 Note: The Contractor may incur costs for work performed against this SLIN through
 30 SEP 2010.

600016 00215404 27000.00
 LLA :
 B4 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400DW54409

MOD 04 Funding 1656050.00
 Cumulative Funding 4898216.00

MOD 05 Funding 0.00
 Cumulative Funding 4898216.00

MOD 06

410001 00768349 15000.00
 LLA :
 A6 1791506 Y1CH 310 00019 0 050120 2D 000000 A00000105417
 Standard Number: N0001909RX00639 (AA)
 (ACRN increase)

410002 00781006 65939.00
 LLA :
 B7 1781506 Y5B0 252 00019 0 050120 2D 000000 A00000354271
 Standard Number: N0001910RX00474 (AA)
 Note: The Contractor may incur costs for work performed against this SLIN through
 30 SEP 2010.

610001 00768383 138685.00
 LLA :
 A6 1791506 Y1CH 310 00019 0 050120 2D 000000 A00000105417
 Standard Number: N0001909RX00639 (AA)
 (ACRN increase)

610002 00780971 400000.00
 LLA :
 B7 1781506 Y5B0 252 00019 0 050120 2D 000000 A00000354271
 Standard Number: N0001910RX00474 (AA)
 (ACRN increase)
 Note: The Contractor may incur costs for work performed against this SLIN through
 30 SEP 2010.

MOD 06 Funding 619624.00
 Cumulative Funding 5517840.00

MOD 07

410003 01309041 25000.00
 LLA :
 B8 1701804 4A5A 257 00019 0 050120 2D 000000 A00000365567
 Standard Number: N0001910RX00581 (AA)
 Note: The Contractor may incur costs for work performed against this SLIN through
 30 SEP 2010.

410004 01319765 48750.00
 LLA :

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B9 1781506 Y1CH 310 00019 0 050120 2D 000000 A00000413025
Standard Number: N0001910RX00949 (AA)
Note: The Contractor may incur costs for work performed against this SLIN through
30 SEP 2010.

410005 01320613 63000.00
LLA :
C1 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400FW57773

610003 01309042 328914.00
LLA :
B8 1701804 4A5A 257 00019 0 050120 2D 000000 A00000365567
Standard Number: N0001910RX00581 (AA)
(ACRN increase)
Note: The Contractor may incur costs for work performed against this SLIN through
30 SEP 2010.

610004 01319766 350000.00
LLA :
B9 1781506 Y1CH 310 00019 0 050120 2D 000000 A00000413025
Standard Number: N0001910RX00949 (AA)
(ACRN increase)
Note: The Contractor may incur costs for work performed against this SLIN through
30 SEP 2010.

610005 01320622 420000.00
LLA :
C2 2192035 0000 95D 5D07 52809555061 31EA MIPR9ANWCHF306 99HYEW 9HZZZZ MIPR9ANWCHF3
06 JOAN 99HYEW S28043
Standard Number: MIPR9ANWCHF306 (AA)

MOD 07 Funding 1235664.00
Cumulative Funding 6753504.00

MOD 08

420001 01692342 135688.00
LLA :
C3 1701506 Y6JC 310 00019 0 050120 2D 000000 A00000463043
Standard Number: N0001910RX01227 (AA)

420002 01735804 12750.00
LLA :
C4 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400FW54476
Note: 10 U.S.C 2410a Authority does not apply. Funds expire 30 September 2010.
The Contractor may continue to invoice after this date, but only for work performed
up through and including 30 September 2010.

420003 01803001 45000.00
LLA :
C5 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400FW51103

620001 01682021 43000.00
LLA :
C6 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400FW56611

620002 01682082 33000.00
LLA :
C7 1781506 Y5B0 310 00019 0 050120 2D 000000 A00000390812
Standard Number: N0001910RX00809 (AA)
Note: 10 U.S.C 2410a Authority does not apply. Funds expire 30 September 2010.
The Contractor may continue to invoice after this date, but only for work performed
up through and including 30 September 2010.

620003 01692344 768902.00
LLA :
C3 1701506 Y6JC 310 00019 0 050120 2D 000000 A00000463043
Standard Number: N0001910RX01227 (AA)
(ACRN increase)

620004 01735821 75000.00

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LLA :

C7 1781506 Y5B0 310 00019 0 050120 2D 000000 A00000390812

Standard Number: N0001910RX00809 (AA)

(ACRN increase)

Note: 10 U.S.C 2410a Authority does not apply. Funds expire 30 September 2010.

The Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2010.

620005 01735823 10000.00

LLA :

C8 1701804 4A4N 251 00019 0 050120 2D 000000 A00000434241

Standard Number: N0001910RX01073 (AA)

Note: 10 U.S.C 2410a Authority does not apply. Funds expire 30 September 2010.

The Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2010.

620006 01803023 255000.00

LLA :

C5 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400FW51103

(ACRN increase)

MOD 08 Funding 1378340.00

Cumulative Funding 8131844.00

MOD 09

420004 02112921 52000.00

LLA :

C9 1701804 4A5A 257 00019 0 050120 2D 000000 A00000514723

Standard Number: N0001910RX01470 (AA)

Note: 10 U.S.C 2410a Authority does not apply. Funds expire 30 September 2010.

The Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2010.

420005 02170401 3408.00

LLA :

D1 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400FW54306

420006 02170661 37500.00

LLA :

D2 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400FW53301

420007 02171081 40000.00

LLA :

D3 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400FW54479

620007 02112922 425000.00

LLA :

C9 1701804 4A5A 257 00019 0 050120 2D 000000 A00000514723

Standard Number: N0001910RX01470 (AA)

Note: 10 U.S.C 2410a Authority does not apply. Funds expire 30 September 2010.

The Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2010.

620008 02170521 22720.00

LLA :

D1 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400FW54306

620009 02170761 210000.00

LLA :

D4 1701506 47C2 310 00019 0 050120 2D 000000 A00000329163

Standard Number: N0001910RX00316 (AA)

620010 02170882 17500.00

LLA :

D2 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400FW53301

620011 02171161 365084.00

LLA :

B9 1781506 Y1CH 310 00019 0 050120 2D 000000 A00000413025

Standard Number: N0001910RX00949 (AA)

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Note: 10 U.S.C 2410a Authority does not apply. Funds expire 30 September 2010.
The Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2010.

620012 02171361 40000.00
LLA :
D5 1701506 46JC 310 00019 0 050120 2D 000000 A00000378277
Standard Number: N0001910RX00709 (AA)

MOD 09 Funding 1213212.00
Cumulative Funding 9345056.00

MOD 10

420008 02465549 12500.00
LLA :
C4 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400FW54476
(ACRN increase)

Note: 10 U.S.C 2410a Authority does not apply. Funds expire 30 September 2010.
The Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2010.

620013 02465551 51480.00
LLA :
C8 1701804 4A4N 251 00019 0 050120 2D 000000 A00000434241
Standard Number: N0001910RX01073 (AA)
(ACRN increase)

Note: 10 U.S.C 2410a Authority does not apply. Funds expire 30 September 2010.
The Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2010.

620014 02465552 7000.00
LLA :
C7 1781506 Y5B0 310 00019 0 050120 2D 000000 A00000390812
Standard Number: N0001910RX00809 (AA)
(ACRN increase)

Note: 10 U.S.C 2410a Authority does not apply. Funds expire 30 September 2010.
The Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2010.

620015 02465554 2598.00
LLA :
C7 1781506 Y5B0 310 00019 0 050120 2D 000000 A00000390812
Standard Number: N0001910RX00809 (AA)
(ACRN increase)

Note: 10 U.S.C 2410a Authority does not apply. Funds expire 30 September 2010.
The Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2010.

620016 02465557 191.00
LLA :
C7 1781506 Y5B0 310 00019 0 050120 2D 000000 A00000390812
Standard Number: N0001910RX00809 (AA)
(ACRN increase)

Note: 10 U.S.C 2410a Authority does not apply. Funds expire 30 September 2010.
The Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2010.

620017 02465560 6172.00
LLA :
D6 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400FW54472

620018 02465562 5000.00
LLA :
D7 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400FW54477
Note: 10 U.S.C 2410a Authority does not apply. Funds expire 30 September 2010.
The Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2010.

620019 02465582 15000.00
LLA :

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C4 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400FW54476

(ACRN increase)

Note: 10 U.S.C 2410a Authority does not apply. Funds expire 30 September 2010.

The Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2010.

620020 02465585 92000.00

LLA :

C9 1701804 4A5A 257 00019 0 050120 2D 000000 A00000514723

Standard Number: N0001910RX01470 (AA)

(ACRN increase)

Note: 10 U.S.C 2410a Authority does not apply. Funds expire 30 September 2010.

The Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2010.

620021 02465588 55000.00

LLA :

D8 97X4930 NC1A 260 85003 0 000383 7R 000383 7PP1000SSP9A

Standard Number: N0038310WXZ6371 (AA)

MOD 10 Funding 246941.00

Cumulative Funding 9591997.00

MOD 11

420009 03087926 75000.00

LLA :

D9 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400GW51111

420010 03087963 15000.00

LLA :

E1 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400FW54468

Note: Funds expire 30 September 2011. The Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2011.

420011 02865668 20000.00

LLA :

E2 1701506 Y1CH 310 00019 0 050120 2D 000000 A00000379724

Standard Number: N0001910RX00727 (AA)

620022 02865673 80000.00

LLA :

E2 1701506 Y1CH 310 00019 0 050120 2D 000000 A00000379724

Standard Number: N0001910RX00727 (AA)

(ACRN increase)

620023 03087931 98000.00

LLA :

E3 1711804 4A5A 257 00019 0 050120 2D 000000 A00000590720

Standard Number: N0001911RX00093 (AA)

Note: Funds expire 30 September 2011. The Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2011.

620024 03087936 98000.00

LLA :

A9 97X4930 NC1A 000 85003 0 000383 7T 000000 7PRU000CRP00

Standard Number: N0038311WXZA506 (AA)

(ACRN increase)

620025 03087941 98000.00

LLA :

E4 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400GW51100

620026 03087945 98000.00

LLA :

D9 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400GW51111

(ACRN increase)

620027 03087967 95000.00

LLA :

E1 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400FW54468

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(ACRN increase)

Note: Funds expire 30 September 2011. The Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2011.

MOD 11 Funding 677000.00
Cumulative Funding 10268997.00

MOD 12

420012 03411311 3750.00

LLA :

E5 97X4930. NH1J 000 77777 0 000164 2F 000000 W5700FW57784

Note: Funds expire 30 September 2011. The Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2011.

620028 03401088 90000.00

LLA :

E6 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400GW54903

620029 03411314 25000.00

LLA :

E5 97X4930. NH1J 000 77777 0 000164 2F 000000 W5700FW57784

(ACRN increase)

Note: Funds expire 30 September 2011. The Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2011.

MOD 12 Funding 118750.00
Cumulative Funding 10387747.00

MOD 13

620030 10212848 650000.00

LLA :

D9 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400GW51111

(ACRN increase)

620031 10380941 12000.00

LLA :

E7 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400GW51407

MOD 13 Funding 662000.00
Cumulative Funding 11049747.00

MOD 14

620032 10550522 99000.00

LLA :

E8 97X4930. NH1J 000 77777 0 000164 2F 000000 W5100GW51111

620033 10391649 42000.00

LLA :

E9 97X4930 NC1A 260 85003 0 000383 7R 000383 7PP1000FEPEF

Standard Number: N0038311WXZ1755 (AA)

620034 10391667 95000.00

LLA :

E3 1711804 4A5A 257 00019 0 050120 2D 000000 A00000590720

Standard Number: N0001911RX00093 (AA)

Note: U.S.C. 2410a Authority does not apply. Funds expire 30 September 2011. The contractor may continue to invoice after this date, buy only for work performed up through and including 30 September 2011.

MOD 14 Funding 236000.00
Cumulative Funding 11285747.00

MOD 15

620035 10951939 75000.00

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LLA :
D8 97X4930 NC1A 260 85003 0 000383 7R 000383 7PP1000SSP9A
Standard Number: N0038311WXZ6275 (AA)
(ACRN increase)

620036 10951945 232000.00

LLA :
F1 1701506 Y5B0 310 00019 0 050120 2D 000000 A00000669043
Standard Number: N0001911RX00462 (AA)

620037 10952071 98000.00

LLA :
D9 97X4930. NH1J 000 77777 0 000164 2F 000000 W5400GW51111
(ACRN increase)

MOD 15 Funding 405000.00
Cumulative Funding 11690747.00

MOD 16

430001 11111195 37845.02

LLA :
F2 1711506 Y1CH 252 00019 0 050120 2D 000000 A00000603765
Standard Number: N0001911RX00167 (AA)

620038 11227029 300000.00

LLA :
E8 97X4930. NH1J 000 77777 0 000164 2F 000000 W5100GW51111

620039 11111182 252300.12

LLA :
F2 1711506 Y1CH 252 00019 0 050120 2D 000000 A00000603765
Standard Number: N0001911RX00167 (AA)

620040 10962323 320399.00

LLA :
F2 1711506 Y1CH 252 00019 0 050120 2D 000000 A00000603765
Standard Number: N0001911RX00167 (AA)

MOD 16 Funding 910544.14
Cumulative Funding 12601291.14

MOD 17

430002 11373547 15000.00

LLA :
F3 1711506 Y1CH 310 00019 0 050120 2D 000000 A00000745785
Standard Number: N0001911RX00802 (AA)

620041 11373555 130534.00

LLA :
F3 1711506 Y1CH 310 00019 0 050120 2D 000000 A00000745785
Standard Number: N0001911RX00802 (AA)

620042 11595869 400000.00

LLA :
F2 1711506 Y1CH 252 00019 0 050120 2D 000000 A00000603765
Standard Number: N0001911RX00167 (AA)

MOD 17 Funding 545534.00
Cumulative Funding 13146825.14

MOD 18

630001 11862019 47000.00

LLA :
F2 1711506 Y1CH 252 00019 0 050120 2D 000000 A00000603765
Standard Number: N0001911RX00167 (AA)
(ACRN increase)

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630002 11927059 60000.00
 LLA :
 F2 1711506 Y1CH 252 00019 0 050120 2D 000000 A00000603765
 Standard Number: N0001911RX00167 (AA)
 (ACRN increase)

MOD 18 Funding 107000.00
 Cumulative Funding 13253825.14

MOD 19

430003 12498044 23625.00
 LLA :
 F4 1711506 Y1CH 252 00019 0 050120 2D 000000 A00000641290
 Standard Number: N0001911RX00344 (AA)

630003 12497721 116000.00
 LLA :
 E3 1711804 4A5A 257 00019 0 050120 2D 000000 A00000590720
 Standard Number: N0001911RX00093 (AA)
 (ACRN increase)

Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2011, or through the end date of the period of performance for CLIN 6300, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2011.

630004 12498021 400000.00
 LLA :
 F4 1711506 Y1CH 252 00019 0 050120 2D 000000 A00000641290
 Standard Number: N0001911RX00344 (AA)
 (ACRN increase)

MOD 19 Funding 539625.00
 Cumulative Funding 13793450.14

MOD 20 Funding 0.00
 Cumulative Funding 13793450.14

MOD 21 Funding 0.00
 Cumulative Funding 13793450.14

MOD 22 Funding 0.00
 Cumulative Funding 13793450.14

MOD 23 Funding 0.00
 Cumulative Funding 13793450.14

MOD 24 Funding 0.00
 Cumulative Funding 13793450.14

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SECTION H SPECIAL CONTRACT REQUIREMENTS

MANDATORY REQUIREMENTS

The following are mandatory requirements that must be met and maintained through the life of the order:

1. The contractor's facility supporting this requirement must have or be eligible to obtain a facility clearance and storage capability up to SECRET level for both processing and storage.

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

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Contracting Officer's Representative, via the cognizant Procuring Contract Office (NSWC Crane), the Government will furnish the following for use in the performance of this contract:

*To be identified upon issuance of Technical Instruction (TI) letters.

TECHNICAL INSTRUCTIONS (MAY 1993) (NAVSEA 5252.242-9115)

(a) Performance of the work hereunder shall be subject to written technical instructions/technical direction letters signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions/technical direction letters 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/technical direction letters calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Procuring Contracting Officer (NSWC Crane) 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/technical direction letter unless and until the Contractor is notified by the Procuring Contracting Officer (NSWC Crane) that the technical instruction/technical direction letter 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/technical direction letter.

CONFORMANCE WITH THE ENVIRONMENTAL MANAGEMENT SYSTEM

The Contractor shall perform work under this contract, at the installation or at the Contractor site, consistent with the policy and objectives identified in the installation's Environmental Management System (EMS) and applicable rules and regulations provided to the contractor as Government Furnished Information (GFI). The Contractor shall perform work in a manner that conforms to objectives and targets, environmental programs and operational controls identified by the EMS. The Contractor shall provide monitoring and measurement information as required by the EMS Coordinator (Environmental Protection Manager) to address environmental performance relative to

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environmental, energy, and transportation management goals.

In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall be responsible for coordinating with the installation's Environmental Protection Office on proposed corrective and/or preventive actions and for completing all corrective/preventive actions as required by the EMS Coordinator or the Environmental Protection Office. In addition, the Contractor shall ensure its employees are aware of their roles and responsibilities under the EMS and Environmental laws and regulations, and how these EMS roles and responsibilities affect work performed under the contract.

The Contractor shall be responsible for ensuring their employees receive applicable environmental and occupational health and safety training, and maintain regulatory-required specific training for the type of work to be conducted. All Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause an environmental impact shall be competent on the basis of appropriate education, training, or experience. Upon contract award, the Government will provide EMS Awareness and Environmental Awareness training on CD to the Contractor. The Contractor shall provide the EMS coordinator with all training records required by the EMS Coordinator or the Environmental Protection Office (including but not limited to EMS training, waste water treatment certifications, asbestos certifications, etc.) for all Contractor personnel and subcontractor personnel within 30 days prior to performance or at a time of contract award whichever comes first and annually thereafter. The installation EMS Coordinator will retain associated records.

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

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

(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:

See Sections F & G

H30S LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JUN 2004)

This task order is incrementally funded and the amount currently available for payment hereunder is limited to \$* inclusive of fee, profit and all other charges. The clause entitled, Limitation of Funds (FAR 52.232-22) applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additionally funds are made available and are incorporated

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as a modification to this task order.

*Refer to Page 2, General Information Section.

H81S TRAVEL COSTS AND RESPONSIBILITIES

(a) Performance under this task order may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the task order in accordance with FAR subpart 31.2 or 31.3 as applicable.

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (JUN 2004)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided as attachments in Section J.

HC25S ACCESS TO GOVERNMENT SITE (JUN 2004)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall bear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification. The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

HG10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2004)

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the

Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

HP10S OPTION TO EXTEND THE TERM OF THE TASK ORDER

This task order is renewable at the prices stated in Section B of the Contractor's proposal upon written modification to authorize performance under Option Terms 1 and 2, and the 60-day phase-out Option of the task order as provided for elsewhere herein. The total duration of this task order, including Option Terms, shall not exceed 26 months.

HQ-C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (SEP 1990)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor (SAIC) committed itself in Proposal dated (29 May 2009) in response to NSWC Crane Solicitation No. N00024-09-R-3233.

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(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-08) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause following "The specifications" in order of precedence.

WORK WEEK

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week shall be Monday through Friday for all straight time worked. No deviation in the normal workweek will be permitted without express advance approval in writing by the designated Ordering Officer with coordination of the using departments. In the event that the contractor fails to observe such normal work week, any costs incurred by the Government resulting therefore shall be chargeable to the contractor. Work on Center shall be performed during the normal work hours at that location unless differing hours are specified on the individual delivery orders. For purposes of scheduling personnel, the contractor is hereby advised that the Government Installation will observe ten Federal Government holidays each year. The contractor is further advised that access to the Government installation may be restricted on these holidays:

- (1) Martin Luther King - January
- (2) President's Day - February
- (3) Memorial Day - May
- (4) Independence Day - July
- (5) Labor Day - September
- (6) Columbus Day - October
- (7) Veterans Day - November
- (8) Thanksgiving - November
- (9) Christmas - December
- (10) New Years Day - January

(b) In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to leave or indirect charges in accordance with the company policy.

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SECTION I CONTRACT CLAUSES

Note: All the provisions and clauses of SECTION I of the basic contract apply to this task order unless otherwise specified herein.

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

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

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards

52.222-41 Service Contract Act of 1965 (NOV 2007)

52.227-14 Rights in Data - General (DEC 2007)

252.227-7013 Rights in technical data - Noncommercial items. (NOV 1995)

CLAUSES INCORPORATED BY FULL TEXT

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 **\$ zero** for the period 01 October 2009 through 30 September 2014 or the overtime premium is paid for work—

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

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

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with the 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.

*Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

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

(DEVIATION)

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

ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEVIATION) (FEB 2010)

(a) Definitions.

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

(b) The Contractor-

(1) Agrees not to-

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

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

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

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

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

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD254

Attachment 2 - Wage Determination 2005-2183 (Rev. 10)

Attachment 3 - CDRLs A001-A004

Attachment 4 - IPV Parts List

Attachment 5 - IPV GFE - Removed

Attachment 6 - CDRL B011

Attachment 7 - List of Approved Subcontractors