

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 19	3. EFFECTIVE DATE 22-Jul-2009	4. REQUISITION/PURCHASE REQ. NO. N55236-09-MR-31840		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SOUTHWEST REGIONAL MAINTENANCE CENTER 3755 BRINSER STREET, SUITE 1 SAN DIEGO CA 92136-5025 kevin.p.mullen@navy.mil 619-556-0267	CODE N55236	7. ADMINISTERED BY (If other than Item 6) DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Epsilon Systems Solutions, Inc. 1565 Hotel Circle South, Suite 200 San Diego CA	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4048-NU01
CAGE CODE 1HQ30	FACILITY CODE 035529804
10B. DATED (SEE ITEM 13) 18-Nov-2008	

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.

<input type="checkbox"/>	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"/>	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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: MUTUAL AGREEMENT OF BOTH PARTIES
<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) Donald M. Baker, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bonnie A Sears, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Donald M. Baker (Signature of person authorized to sign)	15C. DATE SIGNED 24-Jul-2009	16B. UNITED STATES OF AMERICA BY /s/Bonnie A Sears (Signature of Contracting Officer)	16C. DATE SIGNED 24-Jul-2009

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to 1) add funding and 2) replace 'Attachment 3: Technical Direction Letter (TDL) 0901 REV-5, dated 18 JUN 2009' with ' Attachment 3: Technical Direction Letter (TDL) 0901 REV-6, dated 20 JUL 2009'. Accordingly, said Task Order is modified as follows:

1) FUNDING INFORMATION

- a. The total funded under this task order is increased by [REDACTED], from [REDACTED] to [REDACTED].
- b. The funded amount applied to CLIN 1001 LABOR as a result of this modification is [REDACTED], consisting of [REDACTED] for labor and [REDACTED] for fixed fee. Total amount funded under this task order for CLIN 1001 is hereby increased by [REDACTED], from [REDACTED] to [REDACTED].
- c. The funded amount applied to CLIN 1003 TRAVEL as a result of this modification remains the same.
- d. The funded amount applied to CLIN 1004 MATERIAL as a result of this modification is [REDACTED], from [REDACTED] to [REDACTED].
- e. Accounting Information:

CLIN ACRN LOA DOCUMENT AMOUNT

1001 AA 1791804.70BA 252 55236 0 068688 2D C00953 55236990011Q N5523609RC00953 [REDACTED]

1004 AA 1791804.70BA 252 55236 0 068688 2D C00953 55236990011Q N5523609RC00953 [REDACTED]

2) SECTION J: ATTACHMENTS

Replace 'Attachment 3: Technical Direction Letter (TDL) 0901 REV-5, dated 18 JUN 2009' with ' Attachment 3: Technical Direction Letter (TDL) 0901 REV-6, dated 20 JUL 2009'.

The total value of the task order remains unchanged.

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

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 1 of 30	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

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

1001	Labor CLIN Base Year (O&MN,N)					
100101	N5523609RC00953 (O&MN,N)					
100102	N5523609RC01030 (O&MN,N)					
100103	N5523609RC01032 (O&MN,N)					
100104	N5523609RCD0127 (O&MN,N)					
100105	N5523609RC01204 (O&MN,N)					
1002	Not Separately Priced (NSP). Contract Data Requirements List (DD Form 1423). (O&MN,N)		1.0 Lot			
1003	Travel CLIN Base Year (O&MN,N)		1.0 Lot			
100301	N5523609RC00953 (O&MN,N)					
1004	Material/ODC CLIN Base Year (O&MN,N)		1.0 Lot			
100401	N5523609RC00953 (O&MN,N)					
100402	N5523609RC01030 (O&MN,N)					
100403	N5523609RC01032 (O&MN,N)					
100404	N5523609RCD0127 (O&MN,N)					
100405	N5523609RC01204 (O&MN,N)					
4001	Labor CLIN Option 1 (O&MN,N) Option					
4002	Not Separately		1.0 Lot			

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 2 of 30	FINAL
----------------------------------	----------------------------	-----------------	-------

	Priced (NSP). Contract Data Requirements List (DD Form 1423). (O&MN,N) Option				
4003	Travel CLIN Option 1 (O&MN,N) Option	1.0 Lot	██████████	██████████	██████████
4004	Material/ODC CLIN Option 1 (O&MN,N) Option	1.0 Lot	██████████	██████████	██████████
4011	Labor CLIN Option 2 (O&MN,N) Option	██████████	██████████	██████████	██████████
4012	Not Separately Priced (NSP). Contract Data Requirements List (DD Form 1423). (O&MN,N) Option	1.0 Lot	██████████	██████████	██████████
4013	Travel CLIN Option 2 (O&MN,N) Option	1.0 Lot	██████████	██████████	██████████
4014	Material/ODC CLIN Option 2 (O&MN,N) Option	1.0 Lot	██████████	██████████	██████████
4021	Labor CLIN Option 3 (O&MN,N) Option	██████████	██████████	██████████	██████████
4022	Not Separately Priced (NSP). Contract Data Requirements List (DD Form 1423). (O&MN,N) Option	1.0 Lot	██████████	██████████	██████████
4023	Travel CLIN Option 3 (O&MN,N) Option	1.0 Lot	██████████	██████████	██████████
4024	Material/ODC CLIN Option 3 (O&MN,N) Option	1.0 Lot	██████████	██████████	██████████
4031	Labor CLIN Option 4 (O&MN,N) Option	██████████	██████████	██████████	██████████
4032	Not Separately Priced (NSP). Contract Data Requirements List (DD Form 1423). (O&MN,N)	1.0 Lot	██████████	██████████	██████████

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 3 of 30	FINAL
----------------------------------	----------------------------	-----------------	-------

Option

4033	Travel CLIN Option 4 (O&MN,N) Option	1.0 Lot	██████████	██████	██████████
4034	Material/ODC CLIN Option 4 (O&MN,N) Option	1.0 Lot	██████████	██████	██████████

HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

This entire contract is cost-plus-fixed-fee.

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 4 of 30	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1.0 BACKGROUND

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

In support of Department of the Navy manpower realignment initiatives, SWRMC's military personnel manning is being decreased to a significantly lower level than previously existed. However, the number of afloat assets supported by SWRMC is not decreasing; in fact, expected homeport transfers and force realignments will result in a net increase in the total number of fleet assets homeported in SWRMC's area of primary responsibility. Visiting assets will further add to SWRMC's fleet support base. Although SWRMC internal re-alignment into Product Families, along with the use of manpower reduction initiatives and programs such as Lean Enterprise Process Improvement, will result in increased efficiencies using less personnel assets, a significant increase in the total number of assigned civil service and contractor support personnel will still be required to support fleet assets in SWRMC's area of primary responsibility.

1.1 SCOPE OF WORK

The SWRMC Product Family, Hoist, Antenna & Shipboard Habitability Assessment, Maintenance and Repair Technical Support Services Contract requires the selected Offeror (Contractor) to provide engineering, technical, training, installation, repair and program support services. The Contractor shall provide qualified personnel, tooling, equipment and necessary facilities to perform troubleshooting and failure mode analysis, engineering, field engineering, technical support, fleet support, industrial support and installation services to support SWRMC Production, Engineering and Waterfront Operations Departments programs. The Contractor will be required to have support facilities within the Continental United States (CONUS). The tasks described herein are intended as typical tasks only, and do not specify or limit the actual tasks which may be issued. The Contractor will assist forces afloat and authorized government agencies with the following general support:

- 1.1.1. The assessment and maintenance of shipboard systems and equipment.
- 1.1.2. Training in maintenance and overhaul processes as well as the identification, compilation and production of measures of effectiveness (MOE's).
- 1.1.3. Data analysis and reliability analysis.
- 1.1.4. Engineering, reverse engineering, maintenance, troubleshooting, and repair of shipboard equipment.
- 1.1.5. Provide program support for various programs such as Technical Assessment, Repair Guidance and Engineering Teams (e.g., TSRA), Combat System Command, Control, Communications and Computer Readiness Assessments (C5RA), Shipboard Habitability Assessment Support Programs, SMART Ship Program, Board of Inspection and Survey (INSURV), Power Assessment Repair and Training (PSART), Diesel Inspections, Circuit Breaker Repair, Generator Systems Cleaning, Steam Generation Plant Inspections, Marine Gas Turbine Inspections, Condenser and Heat Exchanger Restoration Program (CERP), Hoist Systems Assessment & Repair, Antenna Systems Assessment & Repair, and other engineering assessment programs. The Contractor shall provide the support for both current and future SWRMC programs as may be directed in individual task order modifications.
- 1.1.6. Provide support for system or equipment grooms, on the job training, formal classroom training, on board maintenance training, feedback for training modules or curricula, and assist in functional system or equipment modifications, alterations, and overhauls.

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 5 of 30	FINAL
----------------------------------	----------------------------	-----------------	-------

To meet SWRMC emergent requirements the Contractor must be able to meet a two-hour response time. Accomplishment of the tasks described herein which include information systems shall be in accordance with the latest Integrated Technology 21 (IT-21) standards. Some tasks may include development of internet/intranet web sites; development of these web sites will be in accordance with established Navy Policies and Security guidelines.

1.2 PERIOD OF PERFORMANCE/PLACE OF PERFORMANCE

1.2.1. The period of performance shall be for a period of twelve months commencing with the date of award, with four additional option periods of twelve months duration each.

1.2.2. The place of performance shall be identified in individual task order modifications, but the majority of the effort associated with this task order shall be performed at U.S. Government and the Contractor's facilities in the San Diego/Southern California area. It is anticipated that infrequent travel to locations outside the San Diego area may also be required, and will be directed in individual task order modifications. Examples of such locations outside the San Diego/Southern California area include, but are not limited to, Port Hueneme, CA, Pearl Harbor, HI, Seattle, Bremerton and Everett, WA, Charleston, SC, Norfolk, VA, Philadelphia, PA, Washington, D.C., Yokosuka and Sasebo, Japan, Singapore, the Arabian/Persian Gulf Area of Operations (including Bahrain, Jebel Ali and Dubai), Korea, Guam, and at sea on various U. S. Navy, U. S. Coast Guard, Military Sealift Command (MSC) and Foreign Military Sales (FMS) ships, vessels and craft.

1.2.3. The Contractor may also be directed to perform tasks at other government/commercial activities as designated in individual task order modifications.

1.3 GOVERNMENT FURNISHED EQUIPMENT/MATERIALS/FACILITIES

Government Furnished Equipment, Materials or Facilities shall be identified in individual task order modifications.

1.4 SECURITY

1.4.1. The work to be performed under this task order may involve access to, handling of, and generation of classified material. The Contractor shall appoint a Security Officer who shall (1) be responsible for all security aspects of the work performed under this task order, (2) assure compliance with all DOD and U.S. Navy specific regulations regarding security, and (3) assure compliance with any written instructions from the Security Officers of the activity issuing task order modifications under this task order. Specific security requirements applicable to the work to be performed under each task order modification will be identified in the individual task order modifications. When applicable, a DD FORM 254 will be prepared by the ordering activity and issued with the task order modification. If the work being performed under the task order would require access to Government Information technology Systems. Than an applicable clause will be included in the task order.

1.4.2. The Contractor shall submit visit requests and clearance information, as applicable, to the SWRMC Security Office. Pier lay-down areas, if required, shall be requested from the Naval Base San Diego Port Operations Department prior to the start of work.

2.0 APPLICABLE DOCUMENTS

This Statement of Work (SOW) or task order modifications may specify the applicability of various military and industrial specifications, standards, and handbooks. Unless otherwise specified, the revision level and date for each specification cited within this solicitation, task order, or individual task order modifications shall be the specific version listed in the Department of Defense Index of Specifications and Standards (DODISS) current on the date of task order award. When required for the performance of ordered tasks, the Contractor shall obtain the required documents from the technical originator of the individual task order as Government Furnished Information. As a minimum, the following documents apply:

- 2.1. OPNAVINST 4790.4 (series)
- 2.2. Ships' Maintenance and Material Management Manual
- 2.3. MIL-STD-2052 Systems Design Standard
- 2.4. NAVSEA S9AAO-AN-SPN-010, General Specifications for Ships of the U.S. Navy

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 6 of 30	FINAL
----------------------------------	----------------------------	-----------------	-------

- 2.5. NAVSEA S9AAO-AB-GOS-010, General Specifications for Overhaul
- 2.6. MIL-STD-001379, Contract Training Programs
- 2.7. DOD-STD-480A, Configuration Control and Engineering Changes
- 2.8. MIL-STD-481A, Configuration Control and Engineering Changes
- 2.9. NAVSEA S9086-AA-STM-010/CH-001, Naval Ships Technical Manuals
- 2.10. Institute of Electrical and Electronics Engineers Standards
- 2.11. CINCPACTFLTINST 4700.10, Fleet Technical Support Policies
- 2.12. COMNAVAIRPACINST 4700.1, Ship Material Manual
- 2.13. NAVSEA S9081-AB-GIB-010/MAINT, Reliability Centered Maintenance Handbook
- 2.14. OPNAVINST 4700.7J, Maintenance Policy for Naval Ships
- 2.15. COMFLTFORCOMINST 4790.3, Joint Fleet Maintenance Manual
- 2.16. NAVSEA S9086-HY-STM-003/CH 254, Condensers
- 2.17. OPNAVINST 9221.1B, U.S. Navy Steam Generating Plant Inspection and Inspector Training and Certification Program
- 2.18. OPNAVINST 9233.1A, U.S. Navy Diesel Inspection and Inspector Training and Certification Program
- 2.19. OPNAVINST 9234.1A, Marine Gas Turbine Inspector (MGTI) Program
- 2.20. CINCPACFLTINST 4341.1H, Fleet Technical Assistance (FTA) Program
- 2.21. NAVSEA Requirements SG420-AP-MMA-D10.
- 2.22. NAVSEA OR-99/8967000, Maintenance Inst for PHST Lift Equipment.

3.0 SYNOPSIS OF REQUIREMENTS

The specific tasks to be accomplished under this task order will be specified in individual task order modifications issued. The Contractor shall perform tasks assigned within the parameters of these specific task order modifications as outlined therein. Support may involve work on or support of work on non-nuclear equipment, surface ship systems, submarine systems, aircraft carrier systems, small boat/vessel and associated towing equipment systems, and any other equipment and systems which are related to, similar to, or interface with the primary equipment and systems when such work is an integral part of the listed systems.

3.1. Product Family Support: Support of Product Family functions may include, but not be limited to all assessment and repair functions of the following Product Families and their associated shops:

- 3.1.1. Electronics Product Family – Electronics Shop, Calibration Shop, and MCM Sonar Shop.
- 3.1.2. Weapons Product Family – Outside Electrical/IC Shop, Valve Shop, and Weapons Shop.
- 3.1.3. Engine Product Family – Diesel Shop, Gas Turbine Shop, Support Services Shop.
- 3.1.4. Corrosion Control Shop – RAST/ALRE Shop, Corrosion Control Shop, Antenna Shop, and Life Rafts Shop.
- 3.1.5. Machine Products Family – Inside Machine and Engraving Shop, Outside Machine Shop, AC&R and Air Compressors Shop.

3.2. Hoist Assessment & Repair Support: The Contractor shall be certified IAW reference 2.22 at award, and shall be required to provide assessment, maintenance and repair support of the Hoist Assessment and Repair Program as

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 7 of 30	FINAL
----------------------------------	----------------------------	-----------------	-------

outlined in the following typical tasks, which are representative but not all-inclusive of the support required in this area:

3.2.1. Accomplish equipment inspection, repair and functional tests as described in associated Automated Work Requests (AWR's) for each piece of equipment delivered.

3.2.2. Provide an "as found" report to the cognizant Technical Assistant after completion of the initial inspection, particularly any items not documented on the AWR for that piece of equipment.

3.2.3. Effect repairs as authorized by the Technical Assistant.

3.2.4. Perform functional tests of equipment IAW the applicable technical manual specifications.

3.2.5. It is also anticipated that technical support to Ship's Force will be required for the repair and refurbishment of general purpose ordnance handling equipment (OHE) and material handling equipment as follows (but not limited to):

3.2.5.1. Shipboard lifting equipment (electric, manual and pneumatic hoists, jacks, weapons dollies, etc).

3.2.5.2. Electric Pallet Trucks.

3.2.5.3. MK 105 Pendants.

3.2.5.4. MK 105 Mod 0 Sling Pendant Assemblies.

3.3. Antenna Systems Assessment & Repair Support: The Contractor shall be required to provide assessment, maintenance and repair support of the Antenna Assessment and Repair Program as outlined in the following typical tasks, which are representative but not all-inclusive of the support required in this area:

3.3.1. Accomplish equipment inspection, repair and functional tests as described in associated Automated Work Requests (AWR's) for each piece of equipment delivered.

3.3.2. Provide an "as found" report to the cognizant Technical Assistant after completion of the initial inspection, particularly any items not documented on the AWR for that piece of equipment.

3.3.3. Effect repairs as authorized by the Technical Assistant.

3.3.4. Perform functional tests of equipment IAW the applicable technical manual specifications.

3.3.5. It is also anticipated that technical support to Ship's Force will be required for the assessment and repair of antenna systems and equipment as follows (but not limited to):

3.3.5.1. Communication.

3.3.5.2. Navigation.

3.3.5.3. ESM.

3.3.5.4. Radar and Radome.

3.3.6. Support of this requirement will require the Contractor to have a facility certified IAW reference 2.22 at award. Personnel supporting this requirement shall also be trained for antenna repair at the Port Hueneme Division, be certified Navy Basic Paint Inspector (NBPI), and certified for inspection and application of PCMS by PHD.

3.4. Shipboard Habitability Assessment & Repair Support: The Contractor shall be required to provide assessment, maintenance and repair support of the Shipboard Habitability Assessment and Repair Program as outlined in the following typical tasks, which are representative but not all-inclusive of the support required in this area:

3.4.1. Assist shipboard personnel in the operation, maintenance and repair of specific items of engineering systems/equipment, and to instruct ship's force personnel to conduct functional checks and operational tests of those systems/equipment. Contractor technical personnel will provide HM&E maintenance support in the

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 8 of 30	FINAL
----------------------------------	----------------------------	-----------------	-------

correction/completion of SWRMC AWR deferrals.

3.4.2. Provide technical guidance to upgrade ship's force's ability to diagnose problems and perform preventive and corrective maintenance. The contractor shall provide these services in two concurrent applications: Automated Work Requests (AWR) Technical Services and HM&E Maintenance Training assistance services.

3.4.3. Provide technical guidance to upgrade ship's force's ability to accomplish repairs on installed shipboard equipment and systems to minimize off-ship maintenance requirements.

3.4.4. Assess, troubleshoot and perform minor repairs to food preparation and food service equipment, installed food service dishwashers, installed APC fire fighting systems, installed Gaylord systems, and laundry equipment.

3.5. Maintenance and Repair Support. The Contractor shall be required to provide assessment, maintenance and repair support as outlined in the following typical tasks, which are representative but not all-inclusive of the support required in this area:

3.5.1. Provide assistance in identifying causes for equipment/system failure to the Component level.

3.5.2. Assist forces afloat, both in support of Battle Group Initiatives and individual ships and submarines, and/or other Government agencies with the repair, renovation, and restoration of the effected equipment/system as directed by SWRMC.

3.5.3. Provide technical assistance and on the job training to forces afloat and other government personnel relative to the operation, maintenance, grooming, overhaul, and repair of specific systems or equipment.

3.5.4. Develop and maintain listings of material deficiencies accordance with OPNAVINST 4790.4 (series), including the automated completion and interface with ships' CSMP.

3.5.5. Assist forces afloat in the preparation and development of maintenance action reporting documentation (including automated interfacing), OPNAV FORM 4790 2K, preliminary statements of work, Formal Work Packages (FWP's) and Controlled Work Packages (CWP's) required to restore systems and/or equipment to optimal operation at the "O" organizational level in support of SWRMC work items.

3.5.6. Provide proposed work schedules, progress updates, material delivery schedules, briefing outlines, and in-brief/out-brief narratives for all SWRMC work items in progress.

3.5.7. Assist forces afloat and/or involved Navy technical activities, including regional repair activities, with testing and grooming of systems and equipment.

3.5.8. Establish a baseline of current material condition after each scheduled major availability using maintenance and diagnostic data, operational condition assessments, and other information.

3.5.9. Provide and maintain historical archives of engineering evaluations and recommended changes for improvements of systems and equipment.

3.5.10. Provide oversight assistance to depot and repair facilities to accomplish installations, modifications, overhaul, repair and training for equipment and systems.

3.5.11. Troubleshoot equipment malfunctions and failures, and restore operation by replacement, or repair, as appropriate.

3.5.12. Study operational procedures or maintenance problems and recommend solutions including changes to operational and maintenance documentation.

3.6. Program Support. The Contractor shall be required to provide program support of the following typical programs and functional checks, which are representative but not all-inclusive of the support required in this area (support will include any and all existing or new programs that affect shipboard maintenance for which SWRMC is cognizant):

3.6.1. Technical Assessments (TSRA).

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 9 of 30	FINAL
----------------------------------	----------------------------	-----------------	-------

- 3.6.2. Combat System Readiness Reviews (C5RA).
- 3.6.3. Shipboard Habitability Assessment & Repair Program.
- 3.6.4. Underway Material Inspections (UMI) and Final Contract Trials (FCT).
- 3.6.5. Diesel Engine Inspection (DEI) (Requires U.S. Navy Certified Inspectors).
- 3.6.6. Marine Gas Turbine Inspection (MGTI) (Requires U.S. Navy Certified Inspectors).
- 3.6.7. Steam Generating Plant Inspection (SGPI) (Requires U.S. Navy Certified Inspectors).
- 3.6.8. Condenser/Exchanger Restoration Program (CERP).
- 3.6.9. Circuit Breaker Repair (CBR) and Generator System Cleaning (GSC).
- 3.6.10. SMART Ship Technology, including, but not limited to, Damage Control System (DCQ), Machinery Control System (MCS), Integrated Condition Assessment System (ICAS, SMART Ship, and ICAN), and Integrated Bridge System (IBS).
- 3.6.11. Attend various meetings and conferences as tasked by SWRMC.
- 3.6.12. Develop and maintain various databases in support of these programs.
- 3.6.13. Develop and maintain specialized (e.g., pen-based) computer programs as specified in each task order.
- 3.6.14. Support on board technical assistance, troubleshooting, and repair of SWRMC owned software and hardware, including FAST and any follow-on or successor programs.
- 3.6.15. Provide functional checks to include the identification and documentation of system/equipment problems and correct/repair failures, as well as identification and documentation of support deficiencies and recommend corrective action.
- 3.6.16. Develop and provide on the job training for functional checks for forces afloat maintenance personnel. Tasks may occasionally include the development of test specifications.
- 3.6.17. Develop and implement detailed plans to transition the SWRMC Product Families from their current state of being predominantly staffed with military personnel to a future state of being manned by a mix of government and contractor personnel, with a minimal military presence. This plan shall include recruitment, screening and hiring of contractor personnel, envisioning the eventual transition of a significant portion of the contractor personnel to the federal government civil service. To support this requirement, the Contractor shall be required to demonstrate successful experience in developing and administering such plans for groups of 150 or more.
- 3.7. Installation Support. The Contractor shall be required to provide installation support for the SWRMC role in Alteration Installation Teams (AIT), Ship Alterations (SHIPALTs) and Machinery Alterations (MACHALTs) as outlined in the following typical tasks, which are representative but not all-inclusive of the support required in this area:
 - 3.7.1. Provide assets for installation.
 - 3.7.2. Provide oversight of installation functions.
 - 3.7.3. Perform initial and final checkouts of equipment.
 - 3.7.4. Complete operational tests of all installations upon completion.
 - 3.7.5. Provide shop facilities to prefabricate parts and components.
 - 3.7.6. Adapt and modify documentation as directed by SWRMC.
 - 3.7.7. Ensure data provided is correct.

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 10 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

3.7.8. Develop schedules, installation plans, plans of action and milestones (POA&M), databases, and status reports as required.

3.8. On-Board Maintenance Training Support. The Contractor shall be required to provide on-board maintenance training support as outlined in the following typical tasks, which are representative but not all-inclusive of the support required in this area:

3.8.1. Plan, develop, prepare, and conduct maintenance training both on board ship and in the classroom.

3.8.2. Conduct on the job training, in conjunction with repair assistance tasking, in the proper operation and maintenance of various systems and equipment.

3.8.3. Develop on board maintenance training curricula, student handouts and instructor guides for use in accomplishing on board maintenance training or familiarization workshops for forces afloat personnel or personnel who are tasked with repairing, operating or maintaining ship board systems and equipment. Much of the on board maintenance training curricula, student handouts and instruction guides will be computer-based. On board maintenance training curricula that is not computer-based will be converted to computer-based training as directed by the COR/TOM.

3.8.4. Maintain records of all maintenance training conducted for Government personnel including identification of person(s) trained, parent command of person trained, location of training, subject of training, date of training conducted, and duration of training.

3.8.5. Revise existing curriculum to meet changing overall training and/or course objectives.

3.8.6. Evaluate aforementioned maintenance training curriculum. Validate the effectiveness of the maintenance training and the meeting of the maintenance training objectives. Provide appropriate recommendations.

3.9. Computer Hardware and Software Support. All support provided in this category shall be IT-21 compliant. The Contractor shall be required to provide computer hardware and software support as outlined in the following typical tasks, which are representative but not all-inclusive of the support required in this area:

3.9.1. Perform data entry operations using various types of devices such as Portable Data Takers (PDT), pen computers, scanners, keyboards, keypads, and assorted pointing devices (mouse, etc.).

3.9.2. Provide fault isolation for bus and system interfaces between data generation entities (machinery), data collection entities (LAN clients), and data utilization entities (application software running on the client).

3.10. FACILITIES

The Government requires the Contractor to have and maintain a local facility within 15 miles of Naval Base San Diego (32nd Street) with office space and shop space. A separate Contractor facility may be used for shop space at any remote location if desired. The requirement for maintaining the facility shall not be construed to mean the Government will be obliged to pay any direct costs in conjunction therewith. Further, the Contractor shall not be entitled to any direct payment in connection with any personnel set in readiness at or brought to such facility in preparation for or in expectation of work to be performed under the task order. Payment for labor hours and materials will be made only for such hours and materials actually expended in performance under the task order. The Contractor shall staff each site with permanent representatives commensurate with the expected workload as described on the Statement of Work and/or individual task order modifications. It is anticipated that the Contractor's shop shall require delta-connected, 115 VAC, 60 Hz, 3-phase, 100 amp, shipboard electrical power wired outlets. It is also anticipated that the Contractor's shop space should have at least (but not be limited to) the following:

3.10.1. Ammeters (1-10 amps & 0-100 amps).

3.10.2. Frequency meters (60 HZ, 400 HZ).

3.10.3. Voltmeters (2 each digital & 2 each analog).

3.10.4. Compressed air (1-100 PSI).

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 11 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

- 3.10.5. Safety material (i.e. glasses, gloves, face shields).
- 3.10.6. battery Charger.
- 3.10.7. Dynamometer.
- 3.10.8. Forklift or Lifting Frame (minimum 5-ton capacity).
- 3.10.9. It is desirable for the Contractor to have access to a machine shop containing as a minimum:
 - 3.10.9.1. Lathe.
 - 3.10.9.2. Milling machine.
 - 3.10.9.3. Drill press.
 - 3.10.9.4. Sand blasting capability.
 - 3.10.9.5. Parts cleaning tank.
 - 3.10.9.6. Belt sanders.
 - 3.10.9.7. Fiberglas repair services.
 - 3.10.9.8. Welding services.
 - 3.10.9.9. Pedestal grinder.
 - 3.10.9.10. Access to a paint booth of sufficient size to blast and paint CAS Antennas and AN/SLQ-32 enclosures.

3.11. CONTRACTOR FURNISHED EQUIPMENT

he Contractor shall furnish all necessary materials and equipment required for the performance of individual task order modifications. The Contractor shall be responsible for providing all hand tools necessary, at no cost to the Government, in the performance of this task order. Hand tools are defined as standard tools of the trade such as hammers, drills, screwdrivers, pliers, connector crimp tools, awls, saws, etc. and typical tools required to perform tasks as set forth in specific task order modifications. It shall be the Contractor's responsibility to maintain all Contractor furnished test equipment properly calibrated and in a state of repair (ready for use) to the extent necessary to avoid impacting the performance requirements of this task order. The support called for in this task order shall be performed on board vessels, at the Contractor's facility, and/or at Government and/or commercial facilities in conjunction with forces afloat, IMA personnel and other Government agencies utilizing Government equipment, facilities, and special tools. Responsibility for the provision of basic mechanical and electrical tools and test equipment such as wrenches, hammers, pliers, meggers, meters and other common hardware shall rest with the Contractor (at no cost to the Government). Some tasks will require Contractor-owned and/or operated computer hardware/software to perform under this task order. The Contractor shall be responsible for acquiring at no cost to the Government such computer hardware/software as is reasonably necessary for task order performance. Hardware and software shall meet IT-21 specifications. Laptop computers will be required for some shipboard programs. It is anticipated that the Contractor shall require (but not be limited to) at least the following minimum test equipment:

- 3.11.1. Hand held digital read-out tachometers.
- 3.11.2. Electrical simulation equipment.
- 3.11.3. Sufficient general-purpose electronic test equipment to perform, as a minimum) the tasks listed in paragraphs 3.1-3.8 above. The Contractor shall have access to Computer-Aided Design (CAD) capability (AutoCAD version 13 or 14) sufficient to reproduce engineering level drawings of shipboard systems and equipment interconnections.

3.12. PERSONNEL QUALIFICATIONS

Personnel utilized by the Contractor in the performance of this task order shall, as a minimum, meet the experience, educational, and/or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the Offeror does not identify the labor categories listed below by the

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 12 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

same specific title, then a cross-reference list shall be provided in the Offeror's proposal identifying the differences. The Government may review resumes of contractor personnel proposed to be assigned; if personnel are not currently in the employ of the contractor, a written agreement from the potential employee to work for the Offeror will be included as part of the technical proposal. If the Ordering Officer or COR/TOM questions the qualifications or competence of any individual proposed or performing under the task order, the burden of proof to substantiate that individual's qualifications as prescribed herein shall rest with the Contractor. The Contractor must have the personnel, organization, and administrative control necessary to ensure that all services performed meet all requirements as specified in the applicable Task Order modification(s). The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary, sufficiently detailed, and related experience to reasonably ensure the ability for effective and efficient performance. The Contractor shall staff each site with permanent representatives commensurate with the expected workload as described by the Statement of Work and/or applicable Task Order modification. The various "Engineer" labor categories do not permit substitution of experience for the required engineering degree unless otherwise noted or approved by the COR/TOM and CO. When technical experience is required, the proposed resume should provide proof of hands-on experience (vice managerial experience of other persons performing hands on-work). General and specialized experience may be acquired concurrently. The experience acquired within specialized areas cannot be acquired concurrently. Resumes shall be submitted as part of Volume 1, Technical and Past Performance, for the non DOL labor categories listed in paragraphs 3.12.1.1, 3.12.1.2, and 3.12.1.3.

NOTE:

Training or experience may be substituted for academic requirements where indicated.

3.12.1. Minimum Requirements (Non-Department of Labor Categories).

3.12.1.1. Administrative Program Manager:

3.12.1.1.1. Education: A Bachelors Degree (in any discipline) from an accredited four (4) year university or college. In lieu of a Bachelors Degree, a minimum of twenty-five (25) years experience in Navy shipboard engineering systems and programs is acceptable, which must include a minimum of twenty (20) years engineering experience in design, installation, operation, maintenance and repair of Navy shipboard systems.

3.12.1.1.2. General Experience: A minimum of twenty (20) years experience in Navy shipboard engineering systems and programs. A minimum of fifteen (15) years engineering experience in design, installation, operation, maintenance and repair of Navy shipboard systems.

3.12.1.1.3. Specialized Experience: A minimum of fifteen (15) years of specialized experience, with at least ten (10) of the fifteen (15) years as administrative experience involving direct control and responsibility over subordinate groups. The administrative experience must include defining project objectives and requirements, directing, coordinating and completing project efforts, interfacing with government personnel, and providing progress reports.

3.12.1.2. Technical Program Manager:

3.12.1.2.1. Education: A Bachelors Degree (in any discipline) from an accredited four (4) year university or college. In lieu of a Bachelors Degree, a minimum of twenty (20) years experience in Navy shipboard engineering systems and programs is acceptable, which must include a minimum of fifteen (15) years engineering experience in design, installation, operation, maintenance and repair of Navy shipboard systems.

3.12.1.2.2. General Experience: A minimum of fifteen (15) years experience in Navy shipboard engineering systems and programs. A minimum of ten (10) years engineering experience in design, installation, operation, maintenance and repair of Navy shipboard systems.

3.12.1.2.3. Specialized Experience: A minimum of ten (10) years of specialized experience, with at least eight (8) of the ten (10) years as administrative experience involving direct control and responsibility over subordinate groups working in an engineering discipline. The administrative experience must include defining project objectives and requirements, directing, coordinating and completing project efforts, interfacing with government personnel, and providing progress reports. A minimum of five (5) years experience in naval nuclear propulsion plant operations, maintenance and repair is required.

3.12.1.3. Project Manager:

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 13 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

3.12.1.3.1. Education: A Bachelors Degree (in any discipline) from an accredited four (4) year university or college. In lieu of a Bachelors Degree, a minimum of fifteen (15) years experience in Navy shipboard engineering systems and programs is acceptable, which must include a minimum of twelve (12) years engineering experience in design, installation, operation, maintenance and repair of Navy shipboard systems.

3.12.1.3.2. General Experience: A minimum of ten (10) years engineering experience in design, installation, operation, maintenance and repair of Navy shipboard systems.

3.12.1.3.3. Specialized Experience: A minimum of eight (8) years of specialized experience, with at least five (5) of the eight (8) years as project manager involving direct control and responsibility over subordinate groups working in an engineering discipline. The management experience must include defining project objectives and requirements, directing, coordinating and completing project efforts, interfacing with government personnel, and providing progress reports.

3.12.2. Minimum Requirements (Department of Labor Categories). The following United States Department of Labor (DOL) wage determination occupation codes/titles will be utilized to support this task order effort. The personnel utilized must meet the minimum requirements described in the DOL Employment Standards for each occupation category listed below:

3.12.2.1. 01612 – Word Processor (II)

3.12.2.2. 01614 – Word Processor (III)

3.12.2.3. 21030 – Material Coordinator

3.12.2.4. 21040 – Material Expediter

3.12.2.5. 30081 – Engineering Technician (I)

3.12.2.6. 30082 – Engineering Technician (II)

3.12.2.7. 30083 – Engineering Technician (III)

3.12.2.8. 30084 – Engineering Technician (IV)

3.12.2.9. 30085 – Engineering Technician (V)

3.12.2.10. 30086 – Engineering Technician (VI)

3.12.3. “Non-Key” Personnel Resume Requirements. During the performance of this task order the Contractor may be requested to submit resumes for approval when the qualifications or experience of a specific "Non-Key" personnel are questioned by the Contracting Officer, Ordering Officer or COR/TOM. The Contractor bears all burdens of proof to demonstrate "Non-Key" personnel meet all of the requirements of their labor categories.

3.13. LEVEL OF EFFORT

3.13.1. Labor. The level of effort estimated to order during each year of this task order is 397,000 man-hours of direct labor (1,987,500 man-hours of direct labor over the life of the task order if all four option years are exercised). The estimated composition by labor category of the estimated total man-hours is as follows:

LABOR CATEGORY	BASE	OPTION 1	OPTION 2	OPTION 3	OPTION 4
Admin Program Manager					
Tech Program Manager					
Project Manager					
Word Processor II					
Word Processor III					
Material Coordinator					
Material Expediter					
Engineering Technician I					
Engineering Technician II					

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 14 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

Engineering Technician III							
Engineering Technician IV							
Engineering Technician V							
Engineering Technician VI							
TOTAL MAN-HOURS							

3.13.2. Travel, Material and Other Direct Costs. The estimated travel, material, and other direct costs required for execution of this task order is as follows:

OTHER COSTS	BASE	OPTION 1	OPTION 2	OPTION 3	OPTION 4
Travel					
Other Direct Costs & Materials					

3.14. MANDATORY NUCLEAR AND SAFETY TRAINING

During the performance of this task order all Contractor personnel that perform non-nuclear work on nuclear powered vessels must receive training (at no cost to the government) in the areas delineated below prior to commencing work:

3.14.1. For work exclusive of the propulsion plant and exclusive of nuclear spaces and systems as defined in NAVSEAINST C9210.4 (series), training is required, at no cost to the government, in the following:

- 3.14.1.1. US citizenship and security requirements.
- 3.14.1.2. Mercury exclusion.
- 3.14.1.3. General ship safety and drill requirements.
- 3.14.1.4. Basic radiation awareness, control areas, and signs.

3.14.2. For work that may be near or bordering secondary containment boundaries or bordering spaces and systems defined in NAVSEAINST C9210.4 (series), training is required on secondary containment boundaries.

3.14.3. For non-nuclear system work in or affecting propulsion system spaces or systems including those listed in NAVSEAINST C9210.4 (series), training is required in the following:

- 3.14.3.1. Security requirements or NNPI IAW NAVSEAINST 5511.32 (series).
- 3.14.3.2. Maintenance cleanliness requirements within propulsion spaces.
- 3.14.3.3. Spaces access requirements, including dosimeter.

3.14.4. Refresher training is required at least annually (and semi-annually for personnel requiring paragraph 3.14.3 training). Simple training records including lesson plan, brief outline of class content and attendance records will be maintained and made available to SWRMC on request. Liaison with the cognizant ship's department (e.g., Reactor Department, Engineering Department, Repair Department) is required to determine if any additional specific training is required prior to start of work. Any additional training will be completed prior to commencing work.

3.15 CONTRACT DATA REQUIREMENTS.

3.15.1 COSTS.

3.15.1.1 The Contractor shall establish and maintain a method of tracking costs incurred which meets the following requirements:

3.15.1.1.1 Costs shall be tracked at the Task Order modification level.

3.15.1.1.2 Costs incurred on each Task Order modification shall be segregated by the Labor, Travel, and Material

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 15 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

CLINs

3.15.1.1.3 Costs should be tracked for both current and cumulative costs.

3.15.1.2 The Contractor shall prepare and present the following:

3.15.1.2.1 Earned Value Management System (EVMS) Forecast Review: The Contractor shall present a bi-weekly review of selected Task order modifications. This review shall integrate cost and schedule performance data with technical performance measures, identify the magnitude and impact of actual and potential problem areas causing significant cost and schedule variances, integrate cost and schedule variance measures with risk mitigation actions, and provide valid, timely program status information to the Government.

3.15.1.2.1.1 The Task order modifications to be covered during the EVMS Forecast Review shall be designated by the Task Order Manager (TOM).

3.15.1.2.1.2 The EVMS Forecast Review shall include a forecast of Budget at Completion (BAC), Estimate at Completion (EAC) and Variance at Completion (VAC) of the entire life of the selected Task order modifications.

3.15.1.2.1.3 The EVMS Forecast Review shall be presented to the TOM by the Technical Program Manager (TPM).

3.15.1.2.2 Monthly Contract Financial and Performance Report: The Contractor shall submit a monthly summary report of all work accomplished and expenses incurred on the task order.

3.15.1.2.2.1 Work accomplished shall be identified by individual ship, system, component, and date(s) accomplished. This summary should be concise and summarize the deficiency, action taken to correct the deficiency, and current status of the task.

3.15.1.2.2.2 Financial data shall be presented summarizing all costs incurred to date on each Task Order modification, categorized by Material, Travel and Labor CLINs. As part of the Labor CLIN tracking, total hours expended on each Task Order modification shall be tracked/reported.

3.15.2 VISIT REQUESTS.

3.15.2.1 The Contractor shall establish a method of submitting visit requests as required by and to support individual Task order modifications.

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 16 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

1.0 GENERAL. There are no packaging or marking requirements for the services to be provided in response to the task order modifications issued under this task order. All requirements for packaging and marking of supplies or documents associated with these services shall be packaged, packed and marked in accordance with the provisions set forth below unless otherwise indicated in the individual task order.

2.0 DATA PACKAGING LANGUAGE.

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

2.2 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.

3.0 MARKING OF REPORTS.

3.1 All reports delivered by the Contractor to the Government under this task order shall prominently show on the cover of the report the following information:

3.1.1 Name and business address of the Contractor

3.1.2 Contract number

3.1.3 Task order number(s)

3.1.4 Sponsoring activity

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 17 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the IDIQ contract.

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 18 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB SHIP TO ADDRESS
1001	POP 24-NOV-08 TO 23-NOV-09	Lot		Dest.
1002	POP 24-NOV-08 TO 23-NOV-09	Lot		Dest.
1003	POP 24-NOV-08 TO 23-NOV-09	Lot		Dest.
1004	POP 24-NOV-08 TO 23-NOV-09	Lot		Dest.
4001	POP 24-NOV-09 TO 23-NOV-10	Lot		Dest.
4002	POP 24-NOV-09 TO 23-NOV-10	Lot		Dest.
4003	POP 24-NOV-09 TO 23-NOV-10	Lot		Dest.
4004	POP 24-NOV-09 TO 23-NOV-10	Lot		Dest.
4011	POP 24-NOV-10 TO 23-NOV-11	Lot		Dest.
4012	POP 24-NOV-10 TO 23-NOV-11	Lot		Dest.
4013	POP 24-NOV-10 TO 23-NOV-11	Lot		Dest.
4014	POP 24-NOV-10 TO 23-NOV-11	Lot		Dest.
4021	POP 24-NOV-11 TO 23-NOV-12	Lot		Dest.
4022	POP 24-NOV-11 TO 23-NOV-12	Lot		Dest.
4023	POP 24-NOV-11 TO 23-NOV-12	Lot		Dest.
4024	POP 24-NOV-11 TO 23-NOV-12	Lot		Dest.
4031	POP 24-NOV-12 TO 23-NOV-13	Lot		Dest.
4032	POP 24-NOV-12 TO 23-NOV-13	Lot		Dest.
4033	POP 24-NOV-12 TO 23-NOV-13	Lot		Dest.
4034	POP 24-NOV-12 TO 23-NOV-13	Lot		Dest.

PERIOD OF PERFORMANCE:

Base Year:

24 Nov 2008 through 23 Nov 2009

OPTION YEAR 1

24 Nov 2009 through 23 Nov 2010

OPTION YEAR 2

24 Nov 2010 through 23 Nov 2011

OPTION YEAR 3

24 Nov 2011 through 23 Nov 2012

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 19 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

OPTION YEAR 4

24 Nov 2012 through 23 Nov 2013

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 20 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

1.0 DESIGNATION OF ORDERING AUTHORITY. The following Naval activities will have authorization and are expected to put task order modifications in place under this task order:

1.1.1 San Diego, CA:

Southwest Regional Maintenance Center
3600 Surface Navy Boulevard
Box 368119
San Diego, CA 92136
Telephone (619) 556-1169

1.1.2 Bremerton, WA:

Puget Sound Naval Shipyard & Intermediate Maintenance Facility
Code 400, Contracts Dept
1400 Farragut Avenue
Bremerton, WA 98314-5001
Telephone (360) 476-4328

1.1.3 Pearl Harbor, HI:

Pearl Harbor Naval Shipyard & Intermediate Maintenance Facility
Code 400
667 Safeguard Street Suite 500
Pearl Harbor, HI
Telephone (808) 471-2134

1.1.4 Yokosuka, Japan:

U.S. Fleet & Industrial Supply Center, Yokosuka
Far East Contracting Department (Code 200)
PSC 473, Box 11
FPO AP 96349-0011
Telephone 81-46-816-8385 or 8408

1.2 Certified Ordering Officers/contracting personnel from the above activities are responsible for issuing and administering any task order modifications placed hereunder. Ordering Officers may negotiate revisions and/or modifications to task orders, but only within the scope of this task order. Ordering Officers have no authority to modify any provision of this basic task order. Any deviation from the terms of this basic task order must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no-cost cancellations of task order modifications under this task order, and may reduce the scope of task order modifications, but Terminations for Convenience or Terminations for Default shall only be issued by the PCO.

2.0 APPOINTMENT OF ORDERING OFFICERS.

2.1 Certified Ordering Officers/contracting personnel from the following activities shall be designated as authorized Ordering Officers under this task order:

2.1.1 San Diego, CA:

Southwest Regional Maintenance Center
3600 Surface Navy Boulevard
Box 368119
San Diego, CA 92136
Telephone (619) 556-1169

2.1.2 Bremerton, WA:

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 21 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

Puget Sound Naval Shipyard & Intermediate Maintenance Facility
Code 400, Contracts Dept
1400 Farragut Avenue
Bremerton, WA 98314-5001
Telephone (360) 476-4328

2.1.3 Pearl Harbor, HI:

Pearl Harbor Naval Shipyard & Intermediate Maintenance Facility
Code 400
667 Safeguard Street Suite 500
Pearl Harbor, HI
Telephone (808) 471-2134

2.1.4 Yokosuka, Japan:

U.S. Fleet & Industrial Supply Center, Yokosuka
Far East Contracting Department (Code 200)
PSC 473, Box 11
FPO AP 96349-0011
Telephone 81-46-816-8385 or 8408

2.2 Certified Ordering Officers/contracting from the above activities are responsible for issuing and administering any task order modifications placed hereunder. Ordering Officers may negotiate revisions and/or modifications to task orders, but only within the scope of this task order. Ordering Officers have no authority to modify any provision of this basic task order. Any deviation from the terms of this basic task order must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no-cost cancellations of task order modifications under this task order, and may reduce the scope of task order modifications, but Terminations for Convenience or Terminations for Default shall only be issued by the PCO.

3.0 PURCHASING OFFICE REPRESENTATIVE.

Southwest Regional Maintenance Center
Attn: Hermer Tena, Code 401K
Box 368106
3755 Brinser Street, Suite 1
San Diego, CA 92136
Telephone (619) 556-2311
Fax (619) 556-2331
E-mail: Hermer.Tena@navy mil

4.0 TASK ORDER MANAGER.

Southwest Regional Maintenance Center
Attn: Steven A Harris, Code 1220
3755 Brinser St. Ste. 1
San Diego, CA 92136
Telephone No. (619) 571-4531
Email Address: steven.a.harris2@navy.mil

Accounting Data
SLINID PR Number Amount

MOD 2

1001 N5523609RC00953 XXXXXXXXXX
LLA :

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 22 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

AA 1791804.70BA 252 55236 0 068688 2D C00953 55236990011Q
Standard Number: N5523609RC00953

1004 N5523609RC00953 [REDACTED]
LLA :
AA 1791804.70BA 252 55236 0 068688 2D C00953 55236990011Q
Standard Number: N5523609RC00953

MOD 3

1001 N5523609RC01030 [REDACTED]
LLA :
AB 1791804.70BA 252 55236 0 068688 2D C01030 55236990011Q
Standard Number: N5523609RC01030

1004 N5523609RC01030 [REDACTED]
LLA :
AB 1791804.70BA 252 55236 0 068688 2D C01030 55236990011Q
Standard Number: N5523609RC01030

MOD 4

1001 N5523609RC01032 [REDACTED]
LLA :
AA 1791804.70BA 252 55236 0 068688 2D C01032 55236990011Q
Standard Number: N5523609RC01032

1004 N5523609RC01032 [REDACTED]
LLA :
AA 1791804.70BA 252 55236 0 068688 2D C01032 55236990011Q
Standard Number: N5523609RC01032

MOD 5

1001 N5523609RC00953 [REDACTED]
LLA :
AA 1791804.70BA 252 55236 0 068688 2D C00953 55236990011Q
Standard Number: N5523609RC00953

1004 N5523609RC00953 [REDACTED]
LLA :
AA 1791804.70BA 252 55236 0 068688 2D C00953 55236990011Q
Standard Number: N5523609RC00953

MOD 6

1001 N5523609RCD0127 [REDACTED]
LLA :
AD 1791804.70BA 252 55236 0 068688 2D CD0127 55236950761Q
Standard Number: N5523609RCD0127

1004 N5523609RCD0127 [REDACTED]
LLA :
AD 1791804.70BA 252 55236 0 068688 2D CD0127 55236950761Q
Standard Number: N5523609RCD0127

MOD 7

1001 N5523609RC01204 [REDACTED]
LLA :
AE 1791804.70BA 252 55236 0 068688 2D C01204 55236990011Q
Standard Number: N5523609RC01204

1004 N5523609RC01204 [REDACTED]
LLA :
AE 1791804.70BA 252 55236 0 068688 2D C01204 55236990011Q
Standard Number: N5523609RC01204

MOD 9

1001 N5523609RC00953 [REDACTED]

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 23 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

LLA :
AA 1791804.70BA 252 55236 0 068688 2D C00953 55236990011Q
Standard Number: N5523609RC00953

1003 N5523609RC00953 [REDACTED]
LLA :
AA 1791804.70BA 252 55236 0 068688 2D C00953 55236990011Q
Standard Number: N5523609RC00953

1004 N5523609RC00953 [REDACTED]
LLA :
AA 1791804.70BA 252 55236 0 068688 2D C00953 55236990011Q
Standard Number: N5523609RC00953

MOD 10

1001 N5523609RC01030 [REDACTED]
LLA :
AB 1791804.70BA 252 55236 0 068688 2D C01030 55236990011Q
Standard Number: N5523609RC01030

1003 N5523609RC00953 [REDACTED]
LLA :
AA 1791804.70BA 252 55236 0 068688 2D C00953 55236990011Q
Standard Number: N5523609RC00953

1004 N5523609RC01030 [REDACTED]
LLA :
AB 1791804.70BA 252 55236 0 068688 2D C01030 55236990011Q
Standard Number: N5523609RC01030

MOD 11

100101 N5523609RC00953 [REDACTED]
LLA :
AA 1791804.70BA 252 55236 0 068688 2D C00953 55236990011Q
Standard Number: N5523609RC00953

100102 N5523609RC01030 [REDACTED]
LLA :
AB 1791804.70BA 252 55236 0 068688 2D C01030 55236990011Q
Standard Number: N5523609RC01030

100103 [REDACTED]
LLA :
AC 1791804.70BA 252 55236 0 068688 2D C01032 55236990011Q

100104 [REDACTED]
LLA :
AD 1791804.70BA 252 55236 0 068688 2D CD0127 55236950761Q

100105 [REDACTED]
LLA :
AE 1791804.70BA 252 55236 0 068688 2D C01204 55236990011Q

100301 [REDACTED]
LLA :
AA 1791804.70BA 252 55236 0 068688 2D C00953 55236990011Q

100401 [REDACTED]
LLA :
AA 1791804.70BA 252 55236 0 068688 2D C00953 55236990011Q

100402 [REDACTED]
LLA :
AB 1791804.70BA 252 55236 0 068688 2D C01030 55236990011Q

100403 [REDACTED]
LLA :
AC 1791804.70BA 252 55236 0 068688 2D C01032 55236990011Q

100404 [REDACTED]
LLA :
AD 1791804.70BA 252 55236 0 068688 2D CD0127 55236950761Q

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 24 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

100405 [REDACTED]
LLA :
AE 1791804.70BA 252 55236 0 068688 2D C01204 55236990011Q

MOD 12

100103 [REDACTED]
LLA :
AC 1791804.70BA 252 55236 0 068688 2D C01032 55236990011Q

100403 [REDACTED]
LLA :
AC 1791804.70BA 252 55236 0 068688 2D C01032 55236990011Q

MOD 13

100105 [REDACTED]
LLA :
AE 1791804.70BA 252 55236 0 068688 2D C01204 55236990011Q

100405 [REDACTED]
LLA :
AE 1791804.70BA 252 55236 0 068688 2D C01204 55236990011Q

MOD 15

100102 N5523609RC01030 [REDACTED]
LLA :
AB 1791804.70BA 252 55236 0 068688 2D C01030 55236990011Q
Standard Number: N5523609RC01030

100402 [REDACTED]
LLA :
AB 1791804.70BA 252 55236 0 068688 2D C01030 55236990011Q

MOD 16

100101 N5523609RC00953 [REDACTED]
LLA :
AA 1791804.70BA 252 55236 0 068688 2D C00953 55236990011Q
Standard Number: N5523609RC00953

100401 [REDACTED]
LLA :
AA 1791804.70BA 252 55236 0 068688 2D C00953 55236990011Q

MOD 17

100103 [REDACTED]
LLA :
AC 1791804.70BA 252 55236 0 068688 2D C01032 55236990011Q

100403 [REDACTED]
LLA :
AC 1791804.70BA 252 55236 0 068688 2D C01032 55236990011Q

MOD 18

100101 N5523609RC00953 [REDACTED]
LLA :
AA 1791804.70BA 252 55236 0 068688 2D C00953 55236990011Q
Standard Number: N5523609RC00953

100103 [REDACTED]
LLA :
AC 1791804.70BA 252 55236 0 068688 2D C01032 55236990011Q

100401 [REDACTED]
LLA :
AA 1791804.70BA 252 55236 0 068688 2D C00953 55236990011Q

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 25 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

100403 [REDACTED]
LLA :
AC 1791804.70BA 252 55236 0 068688 2D C01032 55236990011Q

MOD 19

100101 N5523609RC00953 [REDACTED]
LLA :
AA 1791804.70BA 252 55236 0 068688 2D C00953 55236990011Q
Standard Number: N5523609RC00953

100401 [REDACTED]
LLA :
AA 1791804.70BA 252 55236 0 068688 2D C00953 55236990011Q

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 26 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SETASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteranowned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

1.0 QUALITY ASSURANCE

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

2.0 QUALITY CONTROL

The Contractor is solely responsible for the quality of services provided. The Contractor is also liable for Contractor employee negligence, as well as any waste, fraud or abuse. The Contractor shall utilize a Quality Control Program to ensure that services are completed in accordance with acceptable principles of internal control, and meet specified, acceptable levels of quality. The operation of the Quality Control Program must be documented, maintained, and made available to the TOM upon request. At a minimum, the Contractor's Quality Control program shall include an internal quality control and inspection systems for required inspections. The job titles and organizational positions of the individuals who conduct the inspections must be specified. There shall be a method to identify deficiencies in services that may occur and procedures to correct any deficiency in these services that occurs. A file (log) shall be kept of all inspection and quality control internal control actions, documenting why and when the inspection occurred and shall document the results of the inspection and what corrective action (if any) was taken. Upon request, this file (log) shall be made available to the Government during the period of performance.

3.0 REQUIRED STANDARDS OF WORKMANSHIP

All shipboard work must be in conformance with COMFLTFORCOMINST 4790.3 (series), Joint Fleet Maintenance Manual. Unless otherwise specifically provided for in this task order, the quality of all services and work performed hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding the appropriate licenses required by law. The Contractor shall exercise reasonable care to protect designated sites and vessels from fire and shall maintain effective supervision over the activities of craftsmen, and similar workers, including authorized Subcontractors. The Contractor shall at all times keep the work site free from accumulation of waste material, debris or rubbish caused by his employees and their work, and at the completion of work shall leave the site and its immediate vicinity "broom clean", unless more exactly specified in a Task Order/Modification.

4.0 PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES.

Support services provided by the Contractor may require the use of and/or access to Department of the Navy (DON) Information Technology (IT) resources by Contractor personnel for task order performance. Written authorization for access to NMCI IT resources will be authorized in applicable delivery orders.

5.0 TASK ORDER SECURITY CLASSIFICATION AND SPECIFICATION

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 27 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

The Department of Defense Contract Security Classification Specification (DD form 254) attached hereto, itemizes the security classification requirements for this task order. The work to be performed under this task order requires access to, and handling of classified information up to and including SECRET. The Contractor shall obtain facility and Department Industrial Security Program clearances prior to starting work on this task order that requires personnel clearances.

6.0 DEFINITION OF STRAIGHT TIME AND OVERTIME

6.1 Straight Time is defined as a workweek of 40 hours (in accordance with FAR 22.103-1).

6.2 Overtime is defined as any time worked by a Contractor's employee in excess of the employee's normal workweek (in accordance with FAR 22.103-1). Overtime shall be used only upon prior approval by the Ordering Officer.

7.0 TRAVEL, MATERIALS AND OTHER DIRECT COSTS

7.1 Reimbursement of Travel, Materials and Other Direct Costs.

7.1.1 "FEE WILL NOT BE ALLOWED ON ANY OTHER DIRECT COSTS" unless it is the Offeror's normal business practice to apply fee on other direct costs, and will be fully explained in the cost proposal.

7.1.2 Except as otherwise provided below under non-reimbursable travel costs, the Contractor will be reimbursed for authorized travel in accordance with the Joint Travel Regulations in effect at the time of the travel.

7.1.3 Travel in excess of the Contractor's normal commuting distance incurred in support of direct task requirements such as the pickup or delivery of task related materials, attendance at task related meetings, or the delivery of task deliverables shall require a travel voucher. The names of the traveling parties, mileage determined from speedometer readings and purpose and point of travel shall be shown.

7.1.4 Travel performed for personal convenience such as daily travel to and from work at the Contractor's facility will not be reimbursed.

7.1.5 The Government will not reimburse travel costs incurred in the replacement of personnel to the Contractor when such replacement is accomplished at the Contractor's or employee's convenience.

7.1.6 Whenever work assignments require temporary duty aboard a Government ship, the Contractor will be reimbursed at the per diem rates identified in the DOD Joint Travel Regulations, Volume 2. In accordance with FMP Supplement 990-2, Subchapter S9, "Pay for Irregular or Intermittent Duty Involving Physical Hardship or Hazard", for the periods when hazardous boarding/leaving, captive status, or high/catapult pay apply, employees shall be entitled to a pay differential equal to 25% of the rate of basic pay applicable to the employee.

7.1.7 The cost of materials furnished pursuant to specific authorization by the Ordering Officer shall be reimbursed at the Contractor's invoice cost, less any discounts to be taken (cash, trade and prompt payment), plus the Contractor's G&A and/or material handling charge. The material estimate provided in Section B is intended to include miscellaneous installation and repairs and consumable materials. It will also include things such as crating materials for ship-repaired equipment when reusable containers are not available. Expendable material costs for items such as office supplies, reports paper, etc. and tools of the trade items, shall be included in the Contractor's overhead. The Contractor will be required to support all material cost claims by submitting paid invoices or store room requisitions therefore.

7.1.8 The cost of subcontracts is intended to include items such as crane services, specialized welders, gas free engineers, circuit breaker repair services, generator system cleaning, condenser restoration, and other specialized craft skills not foreseen, but that may occur depending on difficulties found on board ships. The cost of these subcontract services furnished pursuant to specific authorization by the ordering officer shall be reimbursed at the Contractor's invoice cost, less any discounts to be taken (cash, trade and prompt payment), plus the Contractor's G&A and/or handling charge. The cost of shipping will be reimbursed at the Contractor's invoice cost plus any G&A/handling charge applicable as specified in Section B. The Contractor shall be reimbursed for the cost of allowable and allocable miscellaneous direct costs which are billable in accordance with their approved Cost Accounting Standards Disclosure Statement. Cost may include computer usage, reproduction, etc.

7.2 Invitational Travel Orders. For any travel planned by the Contractor under this task order, the COR/TOM may

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 28 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

elect to issue Government travel orders (i.e., Invitational Travel Orders) in order to take advantage of Government quarters and discounts. The Contractor representative will be subject to the same rules, regulations and limitations as a Government employee traveling under Government travel orders. If the Contractor elects to incur additional costs for travel for which Invitation Travel Orders have been issued by the Government, such costs must be approved in writing by the COR/TOM before incurred under this task order. If not approved, additional costs are not billable to the Government directly or indirectly and must be borne by the Contractor.

7.3 Relocation Cost. No relocation costs will be allowed for relocation of Contractor employees assigned to work under this task order.

8.0 SUBCONTRACTING.

Pursuant to FAR 44.101, a Subcontractor is defined as "any supplier, distributor, vendor, or firm that furnishes supplies or services to or for the prime contractor." Pursuant to FAR 9.6, "The government will recognize the integrity and validity of contractor team arrangements; provided, the arrangements are identified and company relationships are fully disclosed in an offer or, for arrangements entered into after submission of an offer, before the arrangement becomes effective." If the Contracting Officer determines prior to award that the teaming arrangement meets the requirements of FAR 44, no further consent is required. None of the services required after award shall be subcontracted to or performed by persons other than the Contractor or the Contractor's employees without the prior written consent of the Contracting Officer.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 29 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

Contract clauses shall be in accordance with Section I of the IDIQ contract.

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NU01	PAGE 30 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Attachment 1: DD Form 254, Department of Defence Contract Security Classification Specifitation dated August 8, 2008

Attachment 2: Department of Labor Wage Determinations, 44 pages

Attachment 3: Technical Direction Letter (TDL) 0901 Rev-6, dated 20 JUL 2009

Attachment 4: Technical Direction Letter 0902 Rev-5, dated 22 JUL 2009

Attachment 5: Technical Direction Letter 0903 REV-2, dated 18 JUN 2009

Attachment 6: Technical Direction Letter (TDL) 0905, dated 01/27/2009

Attachment 7: Technical Direction Letter (TDL) 0906 REV-1, dated 27 APR 09