

2. AMENDMENT/MODIFICATION NO. 19	3. EFFECTIVE DATE 01-May-2014	4. REQUISITION/PURCHASE REQ. NO. Numerous	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N65540	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

NSWC, CARDEROCK DIVISION, PHILADELPHIA  
 NAVSSES  
 Philadelphia PA 19112-1403  
 matthew.dreby@navy.mil 215-897-8434 Ext. 8434

DCMA Manassas  
 10500 BATTLEVIEW PARKWAY, SUITE 200  
 MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Advanced Internet Marketing, Inc. dba GBS Group; The 397 Little Neck Road, Bldg 3300 S, Suite 204 Virginia Beach VA 23452-5765		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-07-D-5067-EHP2 10B. DATED (SEE ITEM 13) 22-Aug-2011
CAGE CODE 4C581 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)  
 SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<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 type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Unilateral Modification IAW FAR 52.232-22 "Limitation of Funds"

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Craig T Wright, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 01-May-2014
(Signature of person authorized to sign)	BY /s/Craig T Wright (Signature of Contracting Officer)

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## GENERAL INFORMATION

The purpose of this modification is to add incremental funding in the amount of \$125,000.00. As a result, the total amount of funding obligated and available for payment under this order is \$3,403,900.00. It is estimated that the funding under this order will cover the cost of performance through 15 July 2014. In accordance with Clause 52.232-22, the Government is not obligated to reimburse the contractor for any costs incurred in excess of \$3,403,900.00 unless additional funds are made available and obligated under this order in a subsequent modification. A conformed copy of this task order is attached to this modification for informational purposes only.

The contractor is not authorized to start performance associated with the funding cited in the Technical Instructions listed in Section G until the Contracting Officer and Contracting Officer's Representative receive a copy of the signed technical instructions.

Accordingly,

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$3,278,900.00 by \$125,000.00 to \$3,403,900.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
410011	O&MN,N	0.00	54,500.00	54,500.00
410012	O&MN,N	0.00	70,000.00	70,000.00
600012	O&MN,N	0.00	500.00	500.00

The total value of the order is hereby increased from \$3,463,033.95 by \$0.00 to \$3,463,033.95.

1) Section G Clause entitled "SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)" has been revised to read as follows:

ITEM	ALLOTTED TO COST	ALLOTTED TO FEE	TOTAL
4100	\$115,277.78	\$9,222.22	\$124,500.00
6000	\$500.00	NA	\$500.00

2) The Accounting and Appropriation Data added to Section G is as follows:

MOD 19

410011 130041761300001 54500.00

LLA :

BF 97X4930 NH1C 251 77777 0 050120 2F 000000 A00002234833

In Accordance With Technical Instruction Number 10. 2410(a) Authority is hereby invoked.

410012 130041761200001 70000.00

LLA :

BG 1741804 8U5N 251 V5P00 0 050120 2D 000000 A00002234755

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In Accordance With Technical Instruction Number 10. 2410(a) Authority is hereby invoked.

600012 130041761300002 500.00

LLA :

BF 97X4930 NH1C 251 77777 0 050120 2F 000000 A00002234833

In Accordance With Technical Instruction Number 10. 2410(a) Authority is hereby invoked.

MOD 19 Funding 125000.00

Cumulative Funding 3403900.00

3) The end of task order performance remains unchanged at 04 September 2014.

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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	Base Period - Engineering and Life Cycle Management for NSWCCD-SESS Ship Hazardous Material and Environmental Systems in accordance with the Statement of Work (SOW) during the period from date of award through 12 months after date of award. (TBD) (Fund Type - TBD)	1.0	LO	\$1,538,253.96	\$123,060.31	\$1,661,314.27
400001	R425	Incremental Funding in the amount of \$85,000.00 for TI #2 (OPN)					
400002	R425	Incremental Funding in the amount of \$145,000.00 for TI #1 (O&MN,N)					
400003	R425	Incremental Funding in the amount of \$12,500.00 for TI #3 (O&MN,N)					
400004	R425	Incremental Funding in the amount of \$25,000.00 for TI #3/ Rev. 1 (O&MN,N)					
400005	R425	Incremental Funding in the amount of \$23,500.00 for TI					

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#3/ Rev. 1  
(O&MN,N)

400006 R425 Incremental  
Funding in the  
amount of  
\$60,000.00 for TI  
#1/ Rev. 1  
(O&MN,N)

400007 R425 Incremental  
Funding in the  
amount of  
\$40,000.00 for TI  
#1/ Rev. 1  
(O&MN,N)

400008 R425 Incremental  
Funding in the  
amount of  
\$40,000.00 for TI  
#1/ Rev. 1  
(O&MN,N)

400009 R425 Incremental  
Funding in the  
amount of  
\$70,000.00 for TI  
#1/ Rev. 1  
(O&MN,N)

400010 R425 Incremental  
Funding in the  
amount of  
\$30,000.00 for TI  
#4 (RDT&E)

400011 R425 Incremental  
Funding in the  
amount of  
\$100,000.00 for  
TI #1/ Rev. 2  
(O&MN,N)

400012 R425 Incremental  
Funding in the  
amount of  
\$120,000.00 for  
TI #1/ Rev. 2  
(O&MN,N)

400013 R425 Incremental  
Funding in the  
amount of  
\$120,000.00 for  
TI #1/ Rev. 2  
(O&MN,N)

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400014	R425	Incremental Funding in the amount of \$90,000.00 for TI #1/ Rev. 2 (O&MN,N)					
400015	R425	Incremental Funding in the amount of \$55,000.00 for TI #4/ Rev. 1 (RDT&E)					
400016	R425	Incremental Funding in the amount of \$50,000.00 for TI #5 (O&MN,N)					
400017	R425	Incremental Funding in the amount of \$50,000.00 for TI #5 (O&MN,N)					
400018	R425	Incremental Funding in the amount of \$118,000.00 for TI #6 (O&MN,N)					
400019	R425	Incremental Funding in the amount of \$427,314.27 for TI #1, Rev. 3 (O&MN,N)					
4100	R425	Option Year 1 - Engineering and Life Cycle Management for NSWCCD-SESS Ship Hazardous Material and Environmental Systems in accordance with the Statement of Work (SOW) during the period from 13 months after date of award through 23 months after the date of award. (TBD) (Fund Type - TBD)	1.0	LO	\$1,583,992.64	\$126,719.41	\$1,710,712.05

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410001 R425 Incremental  
Funding in the  
amount of  
\$175,685.73 for  
TI #1, Rev. 3  
(O&MN,N)

410002 R425 Incremental  
Funding in the  
amount of  
\$38,500.00 for TI  
#2, Rev. 1 (OPN)

410003 R425 Incremental  
Funding in the  
amount of  
\$142,500.00 for  
TI #5, Rev. 1  
(O&MN,N)

410004 R425 Incremental  
Funding in the  
amount of  
\$40,000.00 for TI  
#6, Rev. 1  
(O&MN,N)

410005 R425 Incremental  
Funding in the  
amount of  
\$625,000.00 for  
TI #2, Rev. 2  
(OPN)

410006 R425 Incremental  
Funding in the  
amount of  
\$7,000.00 for TI  
#1, Rev. 5  
(O&MN,N)

410007 R425 Incremental  
Funding in the  
amount of  
\$216,500.00 for  
TI #2, Rev. 3  
(OPN)

410008 R425 Incremental  
Funding in the  
amount of  
\$50,000.00 for TI  
#7 (RDT&E)

410009 R425 Incremental  
Funding in the  
amount of

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\$200,000.00 for  
TI #8 (O&MN,N)

410010 R425 Incremental  
Funding in the  
amount of  
\$50,000.00 for TI  
#9 (RDT&E)

410011 R425 Incremental  
Funding in the  
amount of  
\$54,500.00 for TI  
#10 (O&MN,N)

410012 R425 Incremental  
Funding in the  
amount of  
\$70,000.00 for TI  
#10 (O&MN,N)

4200	R425	Option Year 2 - Engineering and Life Cycle Management for NSWCCD-SESS Ship Hazardous Material and Environmental Systems in accordance with the Statement of Work (SOW) during the period from 25 months after date of award through 36 months after the date of award. (TBD) (Fund Type - TBD) Option	1.0	LO	\$1,631,102.45	\$130,488.19	\$1,761,590.64
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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6000	R425	Base Period - Support Costs for CLIN 4000, \$91,007.63 for travel, other direct costs and material during the period from date of award through 12 months	1.0	LO	\$91,007.63



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after the date of  
award. (TBD)  
(Fund Type - TBD)

600001 R425 Incremental  
Funding in the  
amount of  
\$15,000.00 for TI  
#1 (OPN)

600002 R425 Incremental  
Funding in the  
amount of  
\$2,500.00 for TI  
#3 (O&MN,N)

600003 R425 Incremental  
Funding in the  
amount of  
\$1,500.00 for TI  
#3/ Rev. 1  
(O&MN,N)

600004 R425 Incremental  
Funding in the  
amount of  
\$5,600.00 for TI  
#5 (Fund Type -  
OTHER)

600005 R425 Incremental  
Funding in the  
amount of  
\$3,400.00 for TI  
#5 (O&MN,N)

600006 R425 Incremental  
Funding in the  
amount of  
\$2,000.00 for TI  
#6 (O&MN,N)

600007 R425 Incremental  
Funding in the  
amount of  
\$3,400.00 for TI  
#2, Rev. 1 (OPN)

600008 R425 Incremental  
Funding in the  
amount of  
\$3,000.00 for TI  
#5, Rev. 1  
(O&MN,N)

600009 R425 Incremental  
Funding in the  
amount of

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\$3,000.00 for TI  
#1, Rev. 5  
(O&MN,N)

600010 R425 Incremental  
Funding in the  
amount of  
\$30,000.00 for TI  
#2, Rev. 2 (OPN)

600011 R425 Incremental  
Funding in the  
amount of  
\$3,000.00 for TI  
#2, Rev. 3 (OPN)

600012 R425 Incremental  
Funding in the  
amount of \$500.00  
for TI #10  
(O&MN,N)

6100	R425	Option Year 1 - Support Costs for CLIN 4100, \$94,227.71.00 for travel, other direct costs and material during the period from 13 months after the date of award through 24 months after the date of award. (TBD) (Fund Type - TBD) Option	1.0 LO	\$94,227.71
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6200	R425	Option Year 2 - Support Costs for CLIN 4200, \$97,528.86 for travel, other direct costs and material during the period from 25 months after the date of award through 36 months after the date of award. (TBD) (Fund Type - TBD) Option	1.0 LO	\$97,528.86
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Level of Effort: The level of effort for the performance of this task order is based upon an anticipated total estimated level of effort of 75,957 man-hours of direct labor. The estimated composition of the 75,957 man-hours of direct labor can be found in the chart below:

Labor Category	Base		Option 1		Option 2		
	ST	OT	ST	OT	ST	OT	
Program Manager *	2000	300	2000	300	2000	300	
Senior Project Engineer *	400	60	400	60	400	60	
Senior Project Engineer Assistant *	2000	300	2000	300	2000	300	
Junior Engineer/Scientist/Specialist	7000	679	7000	679	7000	679	
Engineering Technician	200	30	200	30	200	30	
Software Engineer *	2000	200	2000	200	2000	200	
Certified Industrial Hygienist	1000	150	1000	150	1000	150	
Word Processor Analyst	700	100	700	100	700	100	
Technical Draftsman/Illustrator/CAD Operator	8000	200	8000	200	8000	200	
<i>Hours Total</i>	23300	2019	23300	2019	23300	2019	75957 Hours

Key Personnel in the Labor Category are characterized by (\*).

**It is noted that your Proposal submission shall include a completed "Direct Labor Rate Substantiation" Table with attached supporting documentation as applicable. A sample table has been included as an attachment to the RFP.**

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### SECTION C DESCRIPTIONS AND SPECIFICATIONS

This is a performance based statement of work. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels described below and the evaluation methods described in provision CAR-H09 in Section H.

TITLE: In-Service Engineering and Life Cycle Management for NSWCCD-SSES Ship Hazardous Material and Environmental Systems

#### 1.0 INTRODUCTION

The contractor shall provide senior engineering, scientific, technical expertise required to support In-Service Engineering and Life Cycle Management Support for NSWCCD-SSES Ship Environmental Quality Systems. NSWCCD-SSES Code 63 is in the process of developing and designing various technical systems and requirements in support of Branch objectives. This tasking will require engineering, scientific, programmatic and Fleet operational expertise to develop/design these requirements.

#### 2.0 APPLICABLE DOCUMENTS

- (a) Naval Ships' Technical Manual Chapter 593 Pollution Control, S9086-T8-STM-010/CH-593, 1 September 1999.
- (b) Naval Ships' Technical Manual Chapter 670 Stowage, Handling, and Disposal of Hazardous General Use Consumables, S9086-WK-STM-010/CH-670, 1 July 2004.
- (c) Environmental Readiness Program Manual, Chief of Naval Operations Instruction, OPNAVINST 5090.1C, 30 October 2007.
- (d) Navy Occupational Safety and Health (NAVOSH) Program Manual for Forces Afloat, Chief of Naval Operations Instruction, OPNAVINST 5100.19E, 30 May 2007.
- (e) Hazardous Material User's Guide, Chief of Naval Operations Instruction, OPNAVINST 5100.28, 21 January 2005.
- (f) "Design and Installation Guidance for Hazardous Material Minimization (HAZMINCEN) Areas for Surface Ships", NAVSEA S9593-DS-GYD-010, 17 March 2005.
- (g) NAVSEA Design Supplement, Section 1302, Hazardous Materials Management – Shipboard Control, NSWCCD-63-2005/37, February 14, 2005.
- (h) NAVSEA SL720-AA-MAN-030, Surface Ships and Carriers Entitled process for Modernization (The One Book), Revision 3, January 2010.
- (i) Ship Design Standard (SDS) 077-1, "Safety Design Criteria for Stowage Areas Containing Hazardous Materials on Surface Ships", dated 1 October 2002
- (j) NAVSEAINST 5054.48A, "Mission and Functions of the Naval Ship Systems Engineering Station", dated 4 February 1988

#### 3.0 SCOPE OF WORK

##### **Contractor Personnel Identification**

In the performance of this contract, contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in the telephone conversations and formal and informal written correspondence.

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The Contractor shall perform the following duties in support of NSWCCD-SSES Environmental Quality Division:

- 1) Provide engineering and project management support for Hazardous Material Afloat Program (HMAP) conferences and working groups, attend meetings, participate in reviews, develop documents, schedules, presentations, support completion of working group action items, and support the execution of trials and prototypes.
- 2) Provide Shipboard Hazardous Material Control and Management Program (HMC&M) support to Code 63 technical areas including HAZMINCEN installations, Consolidated Hazardous Materials Reutilization and Inventory Management Program (CHRIMP) engineering support, storage compatibility issues, shipboard HM storage plan requirements, used HM collection and offload requirements, and spill response. Responsibilities will be applicable to both the legacy Fleet and new ship construction.
- 3) Support US Navy, US Army, Coast Guard, and Foreign Military Sales (FMS) vessels shipboard technical assistance visits, surveys, and evaluations.
- 4) Provide engineering support for environmental equipment systems and components design development, installation drawing development, and drawing reviews.
- 5) Support the preparation, review and/or comment on technical documents, reports, submittals, rules, supplements, requirements, guidance, procedures, as required. Provide onsite technical management support, as required.
- 6) Assist with development of long range plans, schedules, Integrated Logistics Support (ILS) and Planned Maintenance System (PMS) documents, and alteration packages, and attend technical and programmatic meetings as required.
- 7) Prepare test plans, test reports, and provide support during the testing; Support the interpretation of test data for prototype systems and components.
- 8) Support failure analyses and Reliability Centered Maintenance (RCM) efforts; support Root Cause Analysis (RCA).
- 9) Assist in the collection of Fleet issues, analysis of inspection data sources including INSURV and Naval Safety Center, analysis of HM procurement data, HICSWIN, RSUPPLY, and other NSWCCD Code 63 identified data sources. Data analysis is in support of NSWCCD Code 63 In-Service Engineering Agent Function responsibilities detailed in NAVSEAINST 5450.48A.
- 10) Support the development/design of Standard Operating Procedures for shipboard environmental systems. Develop/design procedures and implementation guidance for the extension/integration of shore-side programs to US navy and US Army vessels, including analysis and validation of ship requirements to support operational and maintenance requirements.
- 11) Provide production/engineering services in support of shipboard environmental systems, consisting of developing/reviewing the design drawings and the engineering technical design specifications. Update Installation Guidelines for shipboard environmental systems; including ship acquisition programs and instructions.
- 12) Develop and support the review of Technical Manuals, Instructions, performance specifications, and technical purchase descriptions; perform data analysis; and Microsoft Access database development. As directed by NSWCCD, develop web-enabled data management tools and systems for shipboard environmental systems. Develop functional specification requirements in support of shipboard environmental systems software programs, including interface with legacy and future programs.
- 13) Provide support in the development of Spill Contingency Plans. Support identification of emergent spill response equipment and the maintenance of existing Integrated Logistics Support (ILS) for current hazardous material and oil spill response kits.
- 14) Review and assist in the development of training for current and future Navy shipboard environmental systems courses, including review of course curriculum and Computer Based Training (CBT) and Video Teletraining (VTT) formats. Provide technical expertise to support transition of current and future developed training to emerging delivery technologies and formats.

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15) Provide administrative, business analyst, and technical support to NSWCCD Code 63 in new Tasked projects in preparing correspondence reports/forms and naval messages and arranging travel/travel requests, developing presentations, tracking action items and systems, and developing meeting documents.

16) Support development of equipment/process business case analysis, total ownership cost calculations, equipment design comparison and cost analysis, and Commercial Off the Shelf (COT) market surveys.

### 3.1 TARGET QUALIFICATIONS

The target qualifications for the labor categories below are as follows.

#### **Program Manager (key personnel) (1 resume)**

**TARGET EXPERIENCE:** The Program Manager should have at least ten years combined technical and program management related experience. At least three years experience should be directly related to NAVY Hazardous Material and Environmental Quality Systems. Higher ratings will be given for recent experience in Navy Shipboard Hazardous Material (HM) Control & Management (HMC&M), especially minimization/substitution efforts, spill response, Consolidated Hazardous Materials Reutilization and Inventory Management (CHRIMP) operations, storage compatibility, and Shipboard Hazardous Materials List (SHML) management.

**TARGET EDUCATION:** The Program Manager should have a Bachelor's Degree in an engineering discipline. Personnel with relevant higher education will receive a higher rating.

#### **Senior Project Engineer (key personnel) (1 resume)**

**TARGET EXPERIENCE:**

The Senior Project Engineer should have twenty years combined technical and program management related experience. At least ten years experience should be directly related to U.S. Navy Pollution Abatement Systems. The Senior Engineer should be familiar with NAVY Hazardous Material and Environmental Quality Systems. Experience should include supporting projects and programs such as: Hazardous Material Afloat Program (HMAP) Working Groups; development/design of Standard Operating Procedures for shipboard environmental systems; Installation Guidelines for shipboard environmental systems; Hazardous Materials Control and Management onboard Navy ships (Hazardous Inventory Control System Windows – HICSWIN, Hazardous Materials Minimization Center – HAZMINCEN – installation requirements, and Hazardous Materials storage requirements)

**TARGET EDUCATION:** The Senior Project Engineer should have a Bachelor's Degree of Science and a Master's degree, both in an engineering discipline. Personnel associates with higher education will score higher.

#### **Senior Project Engineer Assistant (key personnel) (1 resume)**

**TARGET EXPERIENCE:** The Senior Project Engineer Assistant should have at least fifteen years of experience related to equipment and/or facility programs, inventory systems, and/or environmental systems onboard In-service U.S. Navy ships. Experience in data management/analysis, report generation, and automation of system functions will be scored higher. Higher ratings will be given for recent experience in NAVY Hazardous Material and NAVY Environmental Quality Systems.

**TARGET EDUCATION:** The Senior Engineer Assistant should have a Bachelor's Degree (B.S.) in Environmental Sciences or related discipline. Personnel with higher education will score higher.

#### **Software Engineer (key personnel) (1 resume)**

**MINIMUM EXPERIENCE:** The Software Engineer should have at least ten years of experience and knowledge related to Microsoft Access database creation and programming experience in Microsoft Access Program; and of the requirements of the SOW cited in Section C. Higher ratings will be given for experience in creating Navy-specific Microsoft Access databases, incorporating such data elements from various Integrated Logistics System (ILS) and Supply System databases.

**MINIMUM EDUCATION:** The Software Engineer should have a B.S. in Computer Programming or equivalent.

### 3.2 FIRM REQUIREMENTS

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The minimum requirements firm qualifications for non-key labor categories personnel are as follows.

**Junior Engineer/Scientist/Specialist**

**MINIMUM EXPERIENCE:** The Junior Engineer/Scientist/Specialist shall have knowledge of and experience related to shipboard hazardous material and environmental equipment and systems; and of the requirements of the SOW cited in Section C.

**MINIMUM EDUCATION:** The Junior Engineer/Scientist/Specialist shall have a B.S. in chemical/environmental science or engineering sciences.

**Engineering Technician(s)**

**MINIMUM EXPERIENCE:** The Engineering Technician shall have knowledge of and experience related to shipboard hazardous material and environmental equipment and systems; and of the requirements of the SOW cited in Section C.

**MINIMUM EDUCATION:** The Engineering Technician shall have a High School Diploma.

**CERTIFIED INDUSTRIAL HYGIENIST**

**MINIMUM EXPERIENCE:** The Certified Industrial Hygienist shall have at least 2 years of environmental occupational health and safety experience.

**MINIMUM EDUCATION:** The Certified industrial Hygienist shall have a B.S. of science or equivalent and American Board of Industrial Hygiene (ABIH) certification.

**WORD PROCESSOR/ANALYST**

**MINIMUM EXPERIENCE:** The Word Processor Analyst shall have knowledge of and experience related to technical writing and of the requirements of the SOW cited in Section C.

**MINIMUM EDUCATION:** High School Diploma.

**TECHNICAL DRAFTSMAN/ILLUSTRATOR/CAD OPERATOR**

**MINIMUM EXPERIENCE:** The Technical Draftsman/Illustrator/CAD Operator shall have minimum of one year of experience in using Computer Aided Design (CAD) and developing and revising shipboard engineering drawings.

**MINIMUM EDUCATION:** The Technical Draftsman/Illustrator/CAD Operator shall have minimum of two years college or vocational training in CAD or related field.

**4.0 Other Considerations**

- 1) All products, documentation, data files and masters for products/reports etc. developed to support this task are the property of the government and shall be turned over to NSWCCD-SSES, upon request or completion of this task. Contractor user IDs, Passwords, and needed access for completion of this task will be coordinated through the TOM.
- 2) Travel/Places of Performance - The majority of the work shall be performed at the Contractor's site. The Contractor will be required to attend meetings and perform visits in the performance of the various tasks assigned under this contract. Such visits will be to Navy activities, ships, industrial areas, other contractors, and corporations and businesses associated with each particular task. Ships may be visited during availabilities and may require isolated underway periods. Services may be provided off-site, on-site, or a combination of both, depending on program requirements and shall be specified by the TPOC. Some work will be conducted at NSWCCD-SSES Philadelphia. Locations include but are not limited to Philadelphia, PA, Norfolk VA, all east and west coast homeports, and new construction yard facilities.
- 3) Materials - Materials are included under Other Direct Costs.
- 4) Government Furnished Information - The Government will provide the contractor with all information, including

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deadlines and government proprietary data within a ten (10) day period to complete the task in a timely manner.

5) All documentation generated under this Task Order will be "Unclassified". Access to ships, ship drawings, or other required information may require a minimum of "Confidential" clearance by all personnel assigned to this Task Order.

#### 5.0 Deliverables

Deliverables shall be submitted in hard copy and/or electronic format as determined by the Technical Point of Contact (TPOC), and in accordance with appropriate security requirements.

Contractor shall provide phone conferencing access.

Report Name	1st Submission Date	Subsequent Submission Date	Report Description
MEETING DOCUMENTS	AS REQUIRED		Meeting documents which include but are not limited to announcement, agenda, minutes, and report that pertain to this order. Reports in contractor electronic format. Agenda and announcements are due 10 days before the planned meeting date. Meeting minutes and reports are due 10 working days following the meeting.
TECHNICAL DOCUMENTS	AS REQUIRED	AS REQUIRED	Technical documents which include but are not limited to conferences, ship visits/checks, drawings/drawing reviews, and technical documents/technical document revisions that pertain to this order. Format shall be contractor electronic format. Completion of technical documents due at the completion of each test, project, or site visit provide a report detailing the work performed and all significant findings. Drawings and/or drawing revisions due not longer than 30 days after the proposed drawing change or action is provided by the (CCB). Trip and ship check reports shall be prepared and delivered within 10 working days following completion of trip and/or shipcheck.
STATUS REPORT	30 DAYS AFTER ORDER AWARD	MONTHLY	Contractor shall provide monthly status-progress reports until contract completion. Report must include accomplishments, resources, and funds expended.
CONTRACT FUND STATUS REPORT	45 DATO	MONTHLY	Contractor shall provide monthly fund status reports until contract completion. Report must include accomplishments, and funds expended.

#### CAR-C02 ON-SITE ENVIRONMENTAL AWARENESS (AUG 2009)

(a) 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.

(b) The contractor shall ensure that each contractor employee reads the document



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entitled, "Carderock Division Environmental Policy and Commitment" within 30 days of commencing performance at NSWCCD-SSES. This document is available at <https://crbewebappdev.dt.navy.mil/intranet/documents/policy/EnvironmentalPolicy.pdf>

(c) The contractor shall ensure that each contractor employee who will be resident at NSWCCD-SSES completes the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWCCD-SSES. This document is available at [https://crbewebappdev.dt.navy.mil/intranet/esh/documents/ContractorEMS\\_Awareness\\_Training.doc](https://crbewebappdev.dt.navy.mil/intranet/esh/documents/ContractorEMS_Awareness_Training.doc)

(d) The Contractor shall certify by e-mail to Paul Breeden/Code 023 ([paul.breeden@navy.mil](mailto:paul.breeden@navy.mil)) that on-site employees have read the "Carderock Division Environmental Policy and Commitment" and taken the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWCCD-SSES. The e-mail shall include the employee name, work site, and contract number.

#### CAR-C03 ON-SITE SAFETY AWARENESS (AUG 2009)

(a) 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.

(b) The contractor shall ensure that each contractor employee reads the document entitled, "Carderock Division Occupational Safety and Health Policy Statement" within 30 days of commencing performance at NSWCCD-SSES. This document is available at: <https://crbewebappdev.dt.navy.mil/intranet/documents/policy/OccupationalSafety.pdf>

(c) The contractor shall ensure that each contractor employee who will be resident at NSWCCD-SSES completes the Voluntary Protection Program (VPP) Awareness Training within 30 days of commencing performance at NSWCCD-SSES. This document is available at: [https://crbewebappdev.dt.navy.mil/intranet/esh/documents/VPP\\_Awareness\\_Training\\_for\\_Contractors.doc](https://crbewebappdev.dt.navy.mil/intranet/esh/documents/VPP_Awareness_Training_for_Contractors.doc)

(d) The Contractor shall certify by e-mail to Thomas Egan/Code 022 ([thomas.egan@navy.mil](mailto:thomas.egan@navy.mil)) that employees have read the "Carderock Division Occupational Safety and Health Policy Statement" and taken the Voluntary Protection Program (VPP) awareness training within 30 days of commencing performance at NSWCCD-SSES. The e-mail shall include the employees name, work site, and contract number.

(e) The contractor shall submit their OSHA 300 Logs (injury/illness rates) within 30 days of commencing performance at NSWCCD-SSES for review by the Safety Office (Code 022). If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment will be performed by Code 022 to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional PPE or training will be required.

(f) The contractor shall post their OSHA 300 Logs in a conspicuous place where employee notices are customarily posted immediately upon commencing performance at NSWCCD-SSES.

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(g) Applicable contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three years within 30 days of commencing performance at NSWCCD-SSES for review by the Safety Office (Code 022). A contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on site and were not directly supervised in day-to-day activities by the command.

(h) The contractor shall report all work-related injuries/illnesses that occurred while working at NSWCCD-SSES to the Safety Office (Code 022).

(i) The contractor shall ensure that all contractor work at NSWCCD-SSES is in accordance with the Occupational Safety and Health (OSH) Program Manual (NAVSSSINST 5100.14). The OSH Program Manual is available at: <https://crbewebappdev.dt.navy.mil/intranet/instr/s5100-14g.htm>

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## SECTION D PACKAGING AND MARKING

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: \_\_\_\_\_

(Name of Individual Sponsor)

\_\_\_\_\_

(Name of Requiring Activity)

\_\_\_\_\_

(City and State)

Ship all Report/Data to the following address:

Contracting Officer Representative  
Attn: Adriana Gil-Matos  
5101 South 18th Street  
Building 1000, Room 205  
Philadelphia, PA 19112

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and Acceptance will be performed at Destination by NSWCCD-SESS, Code 635 Personnel.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	8/30/2011 - 8/31/2012
4100	8/1/2012 - 9/2/2013
6000	8/30/2011 - 8/31/2012

### CLIN - DELIVERIES OR PERFORMANCE

The Period of Performance is as follows:

CLINs 4000 and 6000 - Base Period: Date of Award to 12 months After Date of Contract (ADC)  
CLINs 4100 and 6100 - Option Period: 12 months to 24 months ADC  
CLINs 4200 and 6200 - Option Period: 24 months to 36 months ADC

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## SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative

Adriana Gil-Matos  
5101 South 18th Street  
Building 1000, Room 205,  
Philadelphia, PA 19112

### HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

(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. This 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 <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will 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 (*contracting officer check all that apply*)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- 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

N65540

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Admin DODAAC	<u>S2404A</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>N/A</u>
Service Acceptor DODAAC	<u>N65540</u>
Service Approver DODAAC	<u>N/A</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u>HAA47B</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

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

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

<b>Send Additional Email Notification To:</b>
<b>adriana.gil-matos@navy.mil</b>

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

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS's WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NSWCCD WAWF point of contact at (301) 227-5419.

(End of Clause)

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

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

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be 75,957 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 486.90 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

Fee Reduction = Fee x ((Required LOE minus Expended LOE)divided by Required LOE)

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the



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period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

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

(End of Clause)

Accounting Data

SLINID	PR Number	Amount
400001	12175924	85000.00
LLA :		
AA 1791810 81HF 310 SAS05 0 068342 2D 000000 HF0310000000		
Standard Number: N0002411WX30594/AA		
SEE TI# 2		
400002	12090029	145000.00
LLA :		
AB 1711804 8U5N 252 V5P00 0 050120 2D 000000 A00000813589		
Standard Number: N0002411RX02594/AA (NAVSEA PR# 1400205363)		
SEE TI #1		
600001	12175990	15000.00
LLA :		
AA 1791810 81HF 310 SAS05 0 068342 2D 000000 HF0310000000		
Standard Number: N0002411WX30594/AA		
SEE TI #2		

BASE Funding 245000.00  
Cumulative Funding 245000.00

MOD 01

400003	12436992	12500.00
LLA :		
AC 97X4930 NH1C 000 77777 0 000167 2F 000000 111635072015		
See TI #3		
600002	12437015	2500.00
LLA :		
AC 97X4930 NH1C 000 77777 0 000167 2F 000000 111635072015		
See TI# 3		

MOD 01 Funding 15000.00  
Cumulative Funding 260000.00

MOD 02

400004	1300251701	25000.00
LLA :		
AD 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001069367		
Standard Number: N0002412WX00488/AA		
See TI# 3/Rev. 1		
400005	Select PR Number	23500.00
LLA :		
AE 97X4930 NH1C 252 77777 0 050120 2F 000000 A10001069367		
Standard Number: N0002412WX00488/AA		
See TI# 3/Rev. 1		
POP extended to 03/07/2013		

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400006 1300251160 60000.00  
 LLA :  
 AF 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001066443  
 Standard Number: N0002412WX00488/AA  
 See TI# 1/Rev. 1

400007 1300251160 40000.00  
 LLA :  
 AG 97X4930 NH1C 252 77777 0 050120 2F 000000 A10001066443  
 Standard Number: N0002412WX00488/AA  
 See TI# 1/Rev. 1

400008 1300251160 40000.00  
 LLA :  
 AH 97X4930 NH1C 252 77777 0 050120 2F 000000 A20001066443  
 Standard Number: N0002412WX00488/AA  
 See TI# 1/Rev. 1

400009 1300251160 70000.00  
 LLA :  
 AJ 97X4930 NH1C 252 77777 0 050120 2F 000000 A30001066443  
 Standard Number: N0002412WX00488/AA  
 See TI# 1/Rev. 1

600003 Select PR Number 1500.00  
 LLA :  
 AE 97X4930 NH1C 252 77777 0 050120 2F 000000 A10001069367  
 Standard Number: N0002412WX00488/AA  
 See TI# 3/Rev. 1  
 POP extended to 03/07/2013

MOD 02 Funding 260000.00  
 Cumulative Funding 520000.00

MOD 03 Funding 0.00  
 Cumulative Funding 520000.00

MOD 04 Funding 0.00  
 Cumulative Funding 520000.00

MOD 05

400010 1300260481 30000.00  
 LLA :  
 AK 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001130704  
 Standard Number: N0002412WX01483/AA (NAVSEA PR# 1400226706)  
 See TI# 4

MOD 05 Funding 30000.00  
 Cumulative Funding 550000.00

MOD 06

400011 Select PR Number 100000.00  
 LLA :  
 AL 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001182871  
 Standard Number: N/A  
 See TI# 1/ Rev. 2  
 POP extended to 05/21/2013

400012 Select PR Number 120000.00  
 LLA :  
 AM 97X4930 NH1C 251 77777 0 050120 2F 000000 A20001182871  
 Standard Number: N/A  
 See TI# 1/ Rev. 2  
 POP extended to 05/21/2013

400013 Select PR Number 120000.00  
 LLA :  
 AN 97X4930 NH1C 251 77777 0 050120 2F 000000 A10001182871

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Standard Number: N/A  
 See TI# 1/ Rev. 2  
 POP extended to 05/21/2013

400014    Select PR Number            90000.00  
 LLA :  
 AP 97X4930 NH1C 251 77777 0 050120 2F 000000 A30001182871  
 Standard Number: N/A  
 See TI# 1/ Rev. 2  
 POP extended to 05/21/2013

400015    Select PR Number            55000.00  
 LLA :  
 AQ 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001205325  
 Standard Number: N/A  
 See TI# 4/ Rev. 1  
 POP extended to 08/21/2013

400016    Select PR Number            50000.00  
 LLA :  
 AR 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001204901  
 Standard Number: N/A  
 See TI# 5  
 POP extended to 05/21/2013

400017    Select PR Number            50000.00  
 LLA :  
 AR 97X4930 NH1C 251 77777 0 050120 2F 000000 A10001204901  
 Standard Number: N/A  
 See TI# 5  
 POP extended to 05/21/2013

600004    Select PR Number            5600.00  
 LLA :  
 AS 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001204901  
 Standard Number: N/A  
 See TI #5  
 POP extended to 08/21/2013

600005    Select PR Number            3400.00  
 LLA :  
 AR 97X4930 NH1C 231 77777 0 050120 2F 000000 A10001204901  
 Standard Number: N/A  
 See TI# 5  
 POP extended to 05/21/2013

MOD 06 Funding 594000.00  
 Cumulative Funding 1144000.00

MOD 07 Funding 0.00  
 Cumulative Funding 1144000.00

MOD 08

400018    1300287677                    118000.00  
 LLA :  
 AT 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001303818  
 See TI# 06

400019    1300287722                    427314.27  
 LLA :  
 AV 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001304095  
 See TI# 1, Rev. 3

410001    1300287722                    175685.73  
 LLA :  
 AV 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001304095  
 See TI# 1, Rev. 3

600006    1300287677                    2000.00  
 LLA :

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AT 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001303818  
See TI# 6

MOD 08 Funding 723000.00  
Cumulative Funding 1867000.00

MOD 09 Funding 0.00  
Cumulative Funding 1867000.00

MOD 10

410002 1300300154 38500.00  
LLA :  
AW 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001362967  
See TI# 2, Rev. 1

600007 1300300154 3400.00  
LLA :  
AW 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001362967  
See TI# 2, Rev. 1

MOD 10 Funding 41900.00  
Cumulative Funding 1908900.00

MOD 11

410003 1300363155 142500.00  
LLA :  
AX 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001811007  
See TI# 5, Rev. 1  
2410(a) Authority is hereby invoked.

600008 1300363155 3000.00  
LLA :  
AX 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001811007  
See TI# 5, Rev. 1  
2410(a) Authority is hereby invoked.

MOD 11 Funding 145500.00  
Cumulative Funding 2054400.00

MOD 12

410004 1300367921 40000.00  
LLA :  
AY 97X4930 NH1C 253 77777 0 050120 2F 000000 A00001836315  
See TI# 6, Rev. 1  
2410(a) Authority is hereby invoked

600009 1300364756 10000.00  
LLA :  
AZ 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001819875  
See TI# 1, Rev. 4  
2410(a) Authority is hereby invoked

MOD 12 Funding 50000.00  
Cumulative Funding 2104400.00

MOD 13

410005 1300371201 625000.00  
LLA :  
BA 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001855432  
See TI# 2, Rev. 2  
2410(a) Authority is hereby invoked

600010 1300371201 30000.00  
LLA :

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BA 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001855432  
 See TI# 2, Rev. 2  
 2410(a) Authority is hereby invoked

MOD 13 Funding 655000.00  
 Cumulative Funding 2759400.00

MOD 14

410006 1300364756 7000.00  
 LLA :  
 AZ 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001819875  
 See TI# 1, Rev. 5  
 2410(a) Authority is hereby invoked

600009 1300364756 (7000.00)  
 LLA :  
 AZ 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001819875  
 See TI# 1, Rev. 5  
 2410(a) Authority is hereby invoked

MOD 14 Funding 0.00  
 Cumulative Funding 2759400.00

MOD 15

410007 1300377118 216500.00  
 LLA :  
 BB 1711810 81HF 251 V5P00 0 050120 2D 000000 A00001897866  
 See TI# 2, Rev. 3  
 2410(a) Authority is hereby invoked

600011 1300377118 3000.00  
 LLA :  
 BB 1711810 81HF 251 V5P00 0 050120 2D 000000 A00001897866  
 See TI# 2, Rev. 3  
 2410(a) Authority is hereby invoked

MOD 15 Funding 219500.00  
 Cumulative Funding 2978900.00

MOD 16

410008 130038808100002 50000.00  
 LLA :  
 BC 1731319 84TX 251 V5T00 0 050120 2D 000000 A10002007388  
 See TI# 7  
 2410(a) Authority is hereby invoked

MOD 16 Funding 50000.00  
 Cumulative Funding 3028900.00

MOD 17

410009 130040653700001 200000.00  
 LLA :  
 BD 1741804 11T0 252 47039 C 068892 2D CD8070 4703941CN4AQ  
 Standard Number: N4703914RCD8070/AA  
 In Accordance With Technical Instruction Number 8. 2410(a) Authority is hereby invoked.

410010 130040709600001 50000.00  
 LLA :  
 BE 97X4930 NH1C 251 77777 0 050120 2F 000000 A00002154973  
 In Accordance With Technical Instruction Number 9. 2410(a) Authority is hereby invoked.

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MOD 17 Funding 250000.00  
Cumulative Funding 3278900.00

MOD 18 Funding 0.00  
Cumulative Funding 3278900.00

MOD 19

410011 130041761300001 54500.00

LLA :

BF 97X4930 NH1C 251 77777 0 050120 2F 000000 A00002234833

In Accordance With Technical Instruction Number 10. 2410(a) Authority is hereby invoked.

410012 130041761200001 70000.00

LLA :

BG 1741804 8U5N 251 V5P00 0 050120 2D 000000 A00002234755

In Accordance With Technical Instruction Number 10. 2410(a) Authority is hereby invoked.

600012 130041761300002 500.00

LLA :

BF 97X4930 NH1C 251 77777 0 050120 2F 000000 A00002234833

In Accordance With Technical Instruction Number 10. 2410(a) Authority is hereby invoked.

MOD 19 Funding 125000.00  
Cumulative Funding 3403900.00

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H-5 Task Order Process.

#### Ombudsman Description.

In accordance with FAR 16.505(a)(9), no protest under FAR Subpart 33.1 is authorized in connection with PCO decisions regarding fair opportunity or the issuance of a TO under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract. The Local Warfare Center Site Deputy for Small Business has been designated as the NAVSEA and related Program Executive Offices Ombudsman for this contract. The NSWCCD Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Complaints to the NSWCCD Ombudsman must be forwarded to:

Ms. Irene Katakinski  
 Email: [irene.katakinski@navy.mil](mailto:irene.katakinski@navy.mil)  
 Telephone: 215-897-7596

#### CAR-H09 Performance-Based Acquisition Evaluation Procedures for a SeaPort e Task Order (MAR 2006) (NSWCCD)

(a) Introduction: The contractor's performance on this task order will be evaluated by the Government, in accordance with this task order clause. The first evaluation will cover the period ending twelve months after the date of task order award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under the task order. Based on the evaluation results, the PCO will assign an overall performance rating in accordance with paragraph (b) of this clause. The purpose of the evaluation is to determine remedies that may be invoked due to "Unsatisfactory" performance. If the PCO assigns an "Unsatisfactory" performance rating for the period evaluated, the PCO may take unilateral action, in accordance with clause 52.246-5 entitled "Inspection of Services-Cost Reimbursement", dated Apr 1984, in Section E of the base contract, to provide for a fee reduction covering the performance period evaluated. This clause provides the basis for evaluation of the contractor's performance and for determining if the fee amount should be reduced due to "Unsatisfactory" performance.

(b) Performance Ratings: The Government will evaluate the contractor's performance of the Statement of Work under the task order for each twelve month period of performance, using the measurable performance standards set forth in the Performance Requirements Summary Table in the SOW, or elsewhere in the task order, and the PCO will assign one of the following ratings:

- (1) Excellent
- (2) Very Good
- (3) Satisfactory
- (4) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

Table 1: Overall Performance Ratings

For The Evaluation Period

Overall Performance Rating	Standard
Excellent	"Excellent" ratings for all performance evaluation criteria.

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Very Good	A combination of “Excellent” and “Satisfactory” ratings determined by the PCO to exceed Satisfactory” overall.
Satisfactory	A minimum of “Satisfactory” ratings for all performance evaluation criteria.
Unsatisfactory	A rating of “Unsatisfactory” for one or more performance evaluation criteria.

(c) Evaluation Objective: The purpose of the evaluation and the inclusion of a remedy to the Government for unsatisfactory contractor performance under this task order is to ensure that the Government receives at least “Satisfactory” overall performance.

(d) Performance Evaluation Criteria: The contractor’s performance will be evaluated on an annual basis using the criteria and standards provided for each task objective in the Performance Requirements Summary Table, and considering the criterion in Tables 2 through 4 of this task order clause.

(e) Organization: The performance evaluation organization consists of the Procuring Contracting Officer (PCO), who will serve as the Evaluation Official, and the Task Order Manager (ToM).

(1) ToM: The ToM will provide ongoing performance monitoring, evaluate task performance based on the task order Performance Requirements Summary, prepare the evaluation report, including a recommended overall performance rating, and submit the report to the PCO for final decision within thirty days after the end of the evaluation period. The ToM will maintain the written records of the contractor’s performance so that a fair and accurate evaluation is made.

(2) Procuring Contracting Officer (PCO): The PCO is responsible for properly administering the performance evaluation process, maintaining the official performance evaluation file, and making the decision about the overall performance rating and whether to reduce the fee if performance is rated as unsatisfactory.

(f) Evaluation Schedule: Each performance evaluation will cover the previous twelve months of performance. The Government will evaluate all work under the task order performed by the contractor during the twelve-month period. Following each evaluation period, the PCO (or Contract Specialist if so designated by the PCO) and the ToM will hold a meeting with the contractor’s Senior Technical Representative to review performance under the task order during the previous twelve months, including overall trends, specific problem areas, if any, and their resolution. Other Government and contractor personnel may also participate as deemed appropriate.

(g) Contractor’s Self-Evaluation: The contractor may also submit a Self-Evaluation Report for consideration. The report must include an overall performance rating for the task order, covering the evaluation period, and may include whatever information the contractor deems relevant to support that rating. The report shall not exceed two (2) pages in length.

(h) Performance Evaluation: The PCO will make the decision on the overall performance rating for the work performed under the task order within thirty days after receipt of the evaluation report from the ToM. The decision will be based upon the ToM’s recommendations, the contractor’s comments, including any Self-Evaluation Report, and any other information deemed relevant by the PCO. The PCO shall resolve disagreements between the ToM’s recommendations and the contractor’s comments/report regarding the evaluation. The PCO will provide a copy of the evaluation report, including the overall rating, to the contractor within five working days after completion of the evaluation.

(i) Contractor’s Review of the Evaluation Report: Contractors shall be given a minimum of 15 calendar days to submit comments, rebut statements, or provide additional information. The PCO shall consider the contractor’s submission and respond as appropriate. Although the PCO will consider the contractor’s comments, rebuttals, or additional information, the PCO may, or may not, change the overall rating. The decision to change the rating based on contractor input at this stage is solely at the discretion of the PCO.

(j) This performance evaluation does not replace any other requirement for evaluating contractor performance that



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may be required by the base contract, such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE).

TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

Criterion	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per individual task order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive	Problems are resolved quickly with minimal government	Problems are non-existent or the contractor takes

	government effort to resolve.	involvement.	corrective action without government involvement.
Responsiveness	Contractor's management is unresponsive to government requests and concerns.	Contractor's management is responsive to government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates Government concerns.
Communications	Contractor often fails to communicate with government in an effective and timely manner.	Contractor routinely communicates with government in an effective and timely manner.	Contractor takes a proactive approach such that communications are almost always clear, effective, and timely.

TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
CostManagement	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
CostReporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends	Reports are clear, accurate, and pro-active. Problems and/or trends are

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are addressed, and an analysis is also submitted.

addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

See Attachment PERFORMANCE REQUIREMENTS SUMMARY TABLE

**CAR H11 – CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (JAN 2010)**

a. In accordance with SECNAV M-5510.30 Chapters 5 and 6, all Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site are designated Non-Critical Sensitive/IT-II positions, which require an open investigation or favorable adjudicated National Agency Check (NACLC) by the Industrial Security Clearance Office (DISCO). Investigations should be completed using the SF- 85 Form and the SF-87 finger print card. An interim clearance can be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS). An open investigation or favorable adjudication is required prior to issuance of a Common Access Card (CAC) card or a badge providing access to NSWCCD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will terminated.

b. Within 30 days after contract award, the Contractor shall submit a list of all Contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCCD sites. The Contractor shall e-mail [acquisition.nswccd.fct@navy.mil](mailto:acquisition.nswccd.fct@navy.mil) to obtain the excel file that outlines the required format and content of the list. The Contractor will provide each employee's first name, last name, contract number, the NSWCCD technical code, work location, whether or not the employee has a CAC card and/or swipe card, the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. The excel file shall be submitted via email to [acquisition.nswccd.fct@navy.mil](mailto:acquisition.nswccd.fct@navy.mil) and the Contracting Officer's Representative (COR) or Task Order Manager (TOM). Throughout the period of performance of the contract, the Contractor shall immediately provide an updated spreadsheet to [acquisition.nswccd.fct@navy.mil](mailto:acquisition.nswccd.fct@navy.mil) and the COR/TOM when any Contractor personnel changes occur.

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## SECTION I CONTRACT CLAUSES

### 09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

### 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 \$0 or the overtime premium is paid for work --

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

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

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

### CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Task Order Manager. As used herein, technical instructions are defined to include the following:

- (1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the statement of work.
- (2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions of work description.

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(b) Technical instructions must be within the general scope of work stated in the task order. Technical instructions may not be used to :

- (1) assign additional work under the task order;
- (2) direct a change as defined in the "Changes" clause of the base contract;
- (3) increase or decrease the contract price or estimated amount (including fee), as applicable, the level of effort, or the time required for task order performance; or
- (4) change any of the terms, conditions or specifications of the task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order 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 Contracting Officer notifies the Contractor that the technical instruction is within the scope of this task order.

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

(End of Clause)

#### **HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

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

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

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

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time. (2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract. (3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor,

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

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

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

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

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

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

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

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

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to

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information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

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

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

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## **SECTION J LIST OF ATTACHMENTS**

Cost Summary Format (Attachment 3)

Direct Labor Rate Substantiation Sample (Attachment 4)

Performance Requirements Summary Table (Attachment 1)

DD Form 254 Security Classification Form (Attachment 2)