

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-11-D-6433		2. DELIVERY ORDER NO. EHP2		3. EFFECTIVE DATE 2012 Feb 03		4. PURCH REQUEST NO. 12447447		5. PRIORITY Unrated			
6. ISSUED BY NSWC, CARDEROCK DIVISION, PHILADELPHIA NAVSSSES Philadelphia PA 19112-1403			CODE N65540		7. ADMINISTERED BY DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342			CODE S2404A			
9. CONTRACTOR AMSEC LLC 2829 Guardian Lane Virginia Beach VA 23452			CODE 1LT84		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS SMALL SMALL DISADVANTAGED WOMEN-OWNED		
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G								
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264			CODE HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	

16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
	PURCHASE	Reference your _____ furnish the following on terms specified herein.									
		ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.									

AMSEC LLC

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)

If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE	23. AMOUNT
	See Schedule				

<i>*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.</i>	24. UNITED STATES OF AMERICA BY: /s/John L Striano 02/03/2012 CONTRACTING/ORDERING OFFICER	25. TOTAL \$2,917,902.00	26. DIFFERENCES
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------	-----------------------------	-----------------

27a. QUANTITY IN COLUMN 20 HAS BEEN

INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS	
		PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
f. TELEPHONE		FINAL					
		31. PAYMENT COMPLETE					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.		PARTIAL		31. PAYMENT FULL			
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER					

37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------	-------

GENERAL INFORMATION

1. Due to Northrop Grumman's divestment of AMSEC, this task order has been created to incorporate previously unfunded ceiling from task order N0018-04-D-4091-EHP4. This is being done at the request of AMSEC. Northrop Grumman has concurred with this action via an 11 January 2012 e-mail. This is a Cost-Plus-Fixed-Fee completion task order. The base period amount plus options is \$27,420,307.00.

2. The period of performance is as follows:

Base Period - Date of award to 15 March 2012
Option Period 1 - 16 March 2012 to 15 March 2013
Option Period 2 - 16 March 2013 to 15 March 2014
Option Period 3 - 16 March 2014 to 15 March 2015
Option Period 4 - 16 March 2015 to 30 November 2015

3. Any performance beyond 04/04/2014 is contingent upon the Award Term of the basic Seaport contract being exercised. In the event it is not exercised, the period of performance will be revised accordingly.

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 1 of 42	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
-----	-----	-----	-----	-----	-----	-----
4000	Base Period - Engineering Services and Technical, Logistics, Maintenance and Installation/Alte ration Support for the Cargo and Weapons Handling Division of the Hull and Deck Machinery System Directorate for NSWCCD-SSES. (TBD)	1.0	LO	\$708,856.72	\$50,045.28	\$758,902.00
4100	Option 1 - Engineering Services and Technical, Logistics, Maintenance Installation/Alte ration Support for the Cargo and Weapons Handling Division of the Hull and Deck Machinery System Directorate for NSWCCD-SSES. (TBD) Option	1.0	LO	\$2,388,064.00	\$168,287.00	\$2,556,351.00
4200	Option 2 - Engineering Services and Technical, Logistics, Maintenance and Installation/Alte ration Support for the Cargo and Weapons Handling Division of the Hull and Deck Machinery System Directorate for NSWCCD-SSES. (TBD) Option	1.0	LO	\$2,430,822.00	\$170,973.00	\$2,601,795.00
4300	Option 3 -	1.0	LO	\$2,474,597.00	\$173,715.00	\$2,648,312.00

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 2 of 42	FINAL
----------------------------------	----------------------------	-----------------	-------

Engineering
Services and
Technical,
Logistics,
Maintenance and
Installation/Alte
ration Support
for the Cargo and
Weapons Handling
Division of the
Hull and Deck
Machinery System
Directorate for
NSWCCD-SSES.
(TBD)
Option

4400	Option 4 - Engineering Services and Technical, Logistics, Maintenance and Installation/Alte ration Support for the Cargo and Weapons Handling Division of the Hull and Deck Machinery System Directorate for NSWCCD-SSES. (TBD) Option	1.0	LO	\$2,519,430.00	\$176,517.00	\$2,695,947.00
------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----	----	----------------	--------------	----------------

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
-----	-----	-----	-----	-----
6000	Support Costs for CLIN 4000, NTE \$3,500,000.00 (TBD)	1.0	LO	\$2,159,000.00
6100	Support Costs for CLIN 4100, NTE \$3,500,000.00 (TBD) Option	1.0	LO	\$3,500,000.00
6200	Support Costs for CLIN 4200, NTE \$3,500,000.00 (TBD) Option	1.0	LO	\$3,500,000.00
6300	Support Costs for CLIN 4300, NTE \$3,500,000.00 (TBD) Option	1.0	LO	\$3,500,000.00

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 3 of 42	FINAL
----------------------------------	----------------------------	-----------------	-------

6400 Support Costs for 1.0 LO \$3,500,000.00
 CLIN 4400, NTE
 \$3,500,000.00
 (TBD)
 Option

Level of Effort: The level of effort for the performance of this contract is based upon an anticipated total estimated level of effort of 290,950 man-hours of direct labor. The estimated composition of the 290,950 man-hours of direct labor can be found in the chart below:

Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
Program Manager *	525	1500	1500	1500	1500	6525
Project Engineer *	525	1500	1500	1500	1500	6525
Project Manager *	525	1500	1500	1500	1500	6525
Ship System Integration Spec*	525	1500	1500	1500	1500	6525
Mechanical Engineer	1260	3600	3600	3600	3600	15660
Mechanical Engineer OT	260	750	750	750	750	3260
Electrical Engineer	1260	3600	3600	3600	3600	15660
Electrical Engineer OT	260	750	750	750	750	3260
Electronic Engineer	297	850	850	850	850	3697
Software Engineer	297	850	850	850	850	3697
Software Engineer OT	52	150	150	150	150	652
Material Engineer	420	1200	1200	1200	1200	5220
Safety Engineer	420	1200	1200	1200	1200	5220
Risk Engineer	420	1200	1200	1200	1200	5220
Senior Mechanical Elevator Tech	1260	3600	3600	3600	3600	15660
Senior Mechanical Elevator Tech OT	260	750	750	750	750	3260
Senior Electrical Elevator Tech	1260	3600	3600	3600	3600	15660
Senior Electrical Elevator Tech OT	260	750	750	750	750	3260
Electronic Eng Tech	420	1200	1200	1200	1200	5220
Electronic Eng Tech OT	70	200	200	200	200	870
Material Eng Tech	420	1200	1200	1200	1200	5220
Material Eng Tech OT	70	200	200	200	200	870
Software Integration Tech	420	1200	1200	1200	1200	5220
Software Integration Tech OT	70	200	200	200	200	870
CAD/CAM Operator	840	2400	2400	2400	2400	10440
CAD/CAM Operator OT	140	400	400	400	400	1740
Programming Analyst	770	2200	2200	2200	2200	9570
Programming Analyst OT	154	440	440	440	440	1914
Technical Writer	910	2600	2600	2600	2600	11310
Logistician	700	2000	2000	2000	2000	8700
Quality Assurance Spec *	490	1400	1400	1400	1400	6090
Quality Assurance Spec * OT	175	500	500	500	500	2175
Welder/Burner	1260	3600	3600	3600	3600	15660
Welder/Burner OT	260	750	750	750	750	3260
Shipfitter	1260	3600	3600	3600	3600	15660
Shipfitter OT	260	750	750	750	750	3260
Machinist	700	2000	2000	2000	2000	8700
Machinist OT	175	500	500	500	500	2175
Marine Machinist	1260	3600	3600	3600	3600	15660
Marine Machinist OT	260	750	750	750	750	3260
Electrician	1260	3600	3600	3600	3600	15660

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 4 of 42				FINAL
----------------------------------	----------------------------	-----------------	--	--	--	-------

Electrician OT	260	750	750	750	750	3260
Clerk	700	2000	2000	2000	2000	8700
Total Hours	22390	66890	66890	66890	66890	290950

* Denotes key personnel

Payment of Fee

(a) The Government shall make payments to the Contractor, subject to and in accordance with the clause contained in the base IDIQ contract entitled "Fixed Fee", FAR 52.216-8. Such payments shall be equal to the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of the base IDIQ entitled "Allowable Cost and Payment", FAR 52.216-7. Total fees paid to the Contractor for performance of work under this task order shall not exceed the fee amount set forth in the task order.

(b) In the event of discontinuance of the work under this task order in accordance with the clause of the base IDIQ contract entitled "Limitation of Funds", FAR 52.232-22 or "Limitation of Cost", FAR 52.232-20, as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this task order, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this task order, the Government shall be required to pay the Contractor any amount in excess of the funds obligated under this task order at the time of the discontinuance of work.

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 5 of 42	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1.0 SCOPE

The overall scope of this statement of work is to provide engineering services and technical, logistics, maintenance and installation/alteration support for the Cargo and Weapons handling Division of the Hull and Deck Machinery System Directorate for NSWCCD-SSES, Code 972. This task order will include ShipAlts, system repairs, system operability testing, drawing and technical manual development, material fabrication and support for cargo/weapons and personnel elevators; dumbwaiters; magazine handling systems, and vertical package conveyors, and efforts necessary to ensure developments in logistics maintenance and programmable logic controllers. Ship specific tasks will be on USN and MSC ships and will include Acquisition Support on T-AKE Class Ships 1, 2 and 3 and LPD-18, Mid-Life Sustaining Programs on LHD-1 Class Ships, shipchecks to develop drawings for installing PLC's on LSD-41 Class ships, testing and systems repairs on T-AOE's 6, 7, 8 and 10, T-AOE's 32, 33, 34 and 35 and T-AFS' 8, 9 and 10. Cargo weapons handling system operational testing procedures and technical manual developments/updates as determined to support the fleet.

1.1 APPLICABLE DOCUMENTS

Work performed under this task order shall conform to all weapons related documents and the following references:

- (a) Ship Alterations Records (SAR)
- (b) Shipalt Installation Drawings (SIDs)
- (c) General Specifications for Overhaul of Surface Ships (GSO) - NAVSEA S9AAO-AB-GOS-010 (2007)
- (d) Surface Ship and Carrier Entitled Process for Modernization, Rev 3 dated August 2009
- (e) Ship Alterations accomplished by AIT - NAVSEA Technical Specification 9090-310B/E dated April 2009
- (f) NSWCCD Instruction 4720.2E, Process and Policy for Shipboard Industrial Work dated 12 July 2007
- (g) MIL-STD-1689, Fabrication, Welding and Inspection of Ships Structure, Rev A, dated 23 Nov 1990
- (h) Manuals, Technical: General Style and Format of (work Package Concept) - MIL-DTL-81927C, dated 26 Nov 1997
- (i) Standard Practice for Manuals, Technical: General Style and Format - MIL-STD-38784(Notice 2), dated 1 Dec 2000
- (j) Interactive Electronic Technical Manuals - MIL-DTL-87269C dated 22 January 2007, Data Base, Revisable
- (k) Manuals, Technical, General Acquisition and Development Requirements - MIL-DTL-24784, Rev C, dated 03 Nov 2007
- (l) Guide for User Maintenance of NAVSEA Technical Manuals - S0005-AA-GYD-030
- (m) Guide for Quality Assurance of NAVSEA Technical Manuals - S0005-AA-GYD-070

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 6 of 42	FINAL
----------------------------------	----------------------------	-----------------	-------

(n) MIL-HNBK-454, Standard General Requirements for Electronic Equipment, dated 28 APR 1995

(o) NAVSEA Standard Items (10/09)

1.2

TASK A

INSTALLATION REQUIREMENTS

(a) Provide engineering, technical and repair support to accomplish assignments in support of conversions, overhauls, alterations, modifications, installations, repairs and removal of shipboard cargo/weapons handling and associated systems installed equipment on USN and MSC ships.

(b) Provide teams of knowledgeable people familiar with overall fleet maintenance philosophies, as well as logistical specialists familiar with Integrated Logistic Support (ILS) procedures and functions of the ship's Logistics Support Center (LSC)/Maintenance Support Center (MSC), and CAD familiar with fleet database management systems.

(c) Provide POA&M for all Alterations Installations upon assignment of technical instruction.

(d) Analyze and assess shipboard cargo/weapons handling system readiness data.

(e) Provide all contractor furnished material, pre-fab, and consumables in order to meet installation milestones.

(f) Provide required qualified QA personnel to accomplish quality assurance verification of all material, prefabrication and on board installation.

(g) Provide required skilled trade personnel and schedule to accomplish prefabrication of parts.

(h) Perform shipboard installations in accordance with instructions and procedures as set forth in technical instruction notification.

(i) Perform equipment/system level testing and light-off and provide assistance under the direction of In-Service Engineering Agent on-site.

(j) Develop Quality Assurance (QA) Plans, which outline the in-process control procedures (IPCP) that specify the critical elements and requirements of NAVSEA Standard Items (NSI).

(k) Review and sign the Industrial/Alteration Pre-Start Checklist prior to the start of each installation. The Government oversight representative will provide the document, will also sign, and will incorporate into the alteration Completion Report Record.

(l) Provide one set of red-lined drawings to the ship and one set of red-lined drawings to NSWCCD-SSES Code 97 at the completion of all alterations.

(m) Provide all Installation and Condition Reports to NSWCCD-SSES Code 97 at completion of each installation

(n) Provide engineering, technical and logistical support in identification and correction of faults and material condition discrepancies to assure that cargo/weapons handling equipment is in safe and proper operating condition.

(o) Provide technical in-process review of work progress identifying specific deficiencies and recommending corrective action for items identified.

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 7 of 42	FINAL
----------------------------------	----------------------------	-----------------	-------

(p) Develop recommendations for effective test and quality assurance practices in the performance of cargo/weapons handling equipment and associated systems maintenance.

(q) Provide and maintain engineering evaluations and recommended changes or improvements to cargo/weapons handling and associated systems, continuing status of failures, visit reports and changes on equipment material condition.

(r) Provide information to update Current Ships Maintenance Projects (CSMP) to respective ships and NSWCCD-SSES Code 97 in automated data transfer format compatible with existing shipboard systems. Develop Automated Work Requests (AWRs) for all outstanding discrepancies as part of the currently used maintenance management system.

(s) Review logistical documentation and assist Ship's Force to prepare appropriate feedback forms (e.g., 4790/CK, Technical Manual Deficiency Report (TMDER)) to document deficiencies. This includes Consolidated Shipboard Allowance List (COSAL) support for proper Allowance Parts List (APL) coverage, identification material requisitions for items that are required to correct discrepancies, preparation of Planned Maintenance System (PMS) feedback reports to correct inadequate or erroneous PMS documentation and preparation of Technical Manual Deficiency Evaluation Reports (TMDERs) to correct technical manual deficiencies. Assist in the update of the CSP with deferrals and validated completed action items in accordance with specified uploading procedures as identified by the Navy Management System Support Office. Report errors found in existing drawings, system operating procedures, and maintenance requirements.

(t) Develop and provide qualified cargo/weapons handling and associated systems training teams, as required.

(u) Develop/revise Standard Operability Test Procedures for Cargo/Weapons Handling Equipment and associated systems as required.

TASK B

ENGINEERING DRAWINGS DEVELOPMENT AND REVISION REQUIREMENTS

(a) Provide engineering and technical drawing support for conversions, overhauls, alterations, modifications, installations, repairs and removal of shipboard cargo/weapons handling and associated systems installed equipment on USN and MSC ships.

(b) Develop/revise engineering drawings using the latest version of AutoCad software in conjunction with ship work

(c) Create functional prototype 3-D assemblies and details on a computer system.

(d) Develop layouts and charts on a computer system using Visio 2003 or higher.

(e) Convert scanned drawings to editable AutoCad files using Raster Design 2005 or higher.

TASK C

TECHNICAL MANUAL DEVELOPMENT AND REVISION REQUIREMENTS

(a) Provide technical manual development and revision support for conversions, overhauls, alterations, modifications, installations, repairs and removal of shipboard cargo/weapons handling and associated systems installed equipment on USN and MSC ships.

(b) Revise and change Interactive Electronic Tech Manual (IETMs) and hardcopy Technical Manuals (TMs) to reflect TM feedbacks NAVSEA/NSWCCD advisories and trip reports, hardware configuration changes resulting from alteration installations, and improvement and standardization programs via paper or electronically. Develop and prepare correspondence to Technical Manual Deficiency Evaluation Report originators as required by

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 8 of 42	FINAL
----------------------------------	----------------------------	-----------------	-------

individual task instructions.

(c) Convert paper copies of TMs to Standard Generalized Markup Language (SGML) files, as required, using the latest or required version of the NAVSEA C2 DTD. The contractor shall use the latest version of ArborText to edit the Standard Generalized Markup Language files if required, publish using NAVSEA Publishing System and provide a linked PDF file.

(d) Update Standard Generalized Markedup Language files using the latest version of ArborText editor to reflect issued TM changes. All updates shall be performed using the NSWCCD-SSES JCALS server and modifying the instance or instances of the Standard Generalized Markup Language file required.

(e) Perform and track data collection efforts for items such as TMs and logistic support technical documentation. Duplication of data items is required.

(f) Develop drawings and illustrations on Computer Aided Design (CAD) networks that are compatible with Navy computer and logistic support (CAL) requirements.

TASK D

LOGISTICS MAINTENANCE AND DEVELOPMENT REQUIREMENTS

(a) Provide logistics support for conversions, overhauls, alterations, modifications, installations, repairs and removal of shipboard cargo/weapons handling and associated systems installed equipment on USN and MSC ships. Tasks will encompass all aspects of the data management discipline and will be done within the processes established by the Government to manage the configuration of data. The workflow will encompass four progressive status categories of digital data files.

(1) Working data, where the data is under the originator's control only.

(2) Released data, where the working data has been approved by the Government and has been released for its intended use, and is now subject to configuration control procedures.

(3) Submitted data, where released data has been formally submitted to the Government for approval.

(4) Approved data, where submitted data has been approved for its intended use by the Government.

(b) Data Identification: As specified and requested, an analysis of each assignment conducted to identify and document potential data requirements. Data requirements shall be requested from all program participants via data call, shall compile received data requirements, shall participate in data requirements reviews, and shall prepare final data requirements lists.

(c) Data Acquisition

(1) Review delivered data items for form, content, adherence to schedule, correct distribution. Provide analyses and written recommendations, with supporting evidence for the recommendations. Provide technical services necessary to transition master documentation. All documentation shall be prepared in accordance with specifications identified in the individual task instructions.

(2) Participate in actions required to define digital data for delivery to or access by the Government in general, and for configuration management data in particular. With interactive access, the emphasis is on Government access to contractor maintained databases.

(3) Apply configuration management principles to ensure the integrity of digital representations of product information and other data and enhance good data management practice. The concepts are described, as follows, based on elements and principles expressed in EIA Standard 649.

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 9 of 42	FINAL
----------------------------------	----------------------------	-----------------	-------

- (a) Document identification
- (b) Data status level management
- (c) Data and product configuration relationships
- (d) Data version control and management of review, comment, annotation and disposition
- (e) Digital data transmittal
- (f) Data access control
- (d) Data Tracking: Receive and record data on both management and engineering documents and is responsible for the maintenance of the data management tracking system as specified in the individual task instructions.
- (e) Technical Data Maintenance: Maintain data status changes in configuration and data management systems such as Configuration and Data Management Support System (CADMSS), Configuration and Data Satellite (CADSAT), AUTOSERD, or SERMIS as specified by individual task instructions. Receive, record, and input GF documents, verify the data inputs, and return the documents for Government disposition. For existing systems, written operating instructions or desk book procedures may be provided with the individual task instructions. Attend working sessions to resolve problems in the areas of maintenance and operation of data management systems.
- (f) Provide support to ensure that technical data access is provided in a timely manner and to ensure that it is accurate data for the customers. This support includes the evaluation and status of current technical data, and assistance in the identification, evaluation and purification of the "master" technical Data.
- (g) Access life cycle logistics, technical, and production data pertinent to U. S. Navy shipboard engineering systems, components and equipment and support equipment. Prepare recommendations for incorporation into Management Information Systems that will accommodate on-line access and cross referencing of related information. Recommendations shall be consistent and compatible with approved NAVSEA hardware/software applications.
- (h) Provide detailed information that adequately defines the proposed acquisition strategy and establishes a basis for an effective Technical Data package management program.
- (i) Conduct logistics review group audits focused upon the technical data process.

2.0 DELIVERABLES

- (a) Contractor installation POA&M(s)
- (b) Shipboard Alterations' Teams', SSN and visit clearance information to be provided two weeks before install to NSWCCD-SSES, Code 97.
- (c) Progress and Financial Reports: A monthly progress and financial report will be submitted to Task Order Manager (TOM) with a copy to the Contracting Officer.
- (d) Technical Reports: Technical reports and conclusions reflecting the work accomplished under each task set forth will be prepared and delivered to the Government when and in the form required by the Task Order Manager.

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 10 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

- (e) Red-lined drawings to ships and NSWCCD-SSES, Code 97, (two sets) as required.

- (f) Installation and Condition Reports to be submitted on a weekly basis.

- (g) Technical Documentation Revisions to be submitted on a weekly basis.

- (h) Technical Draft submittals to be submitted on a bi-weekly basis.

- (i) Other Reports: There may be a need for other specific reports, test plans, evaluation reports or documentation created as an integral part of a task order under this contract. Report format, contents and delivery requirements will be specified at the time of task order issuance.

- (j) Travel Reports: For any remote travel required, the contractor will report the destination, number of travelers, duration of stay, task milestones completed, site points of contact, ship, and hull number visited.

3.0 PLACE OF PERFORMANCE

Installation/repairs will take place in ports on the East Coast (30%), West Coast (60%) and ports in the Far East (10%).

4.0 CLASSIFIED MATERIAL

All work performed under this task order will be classified as Confidential.

5.0 OVERTIME

Overtime may be required to support emergent ship schedules. Overtime hours must be authorized by NSWCCD-SSES Code 972 up to the limits set forth in Section B.

6.0 PERSONNEL QUALIFICATIONS

Key Personnel Labor Categories and the Government's target education and experience:

The following represents the Government's target education and technical experience for the Key Personnel labor categories required to support the Statement of Work tasking. The target specialized experience included as part of the desired qualification should have been obtained in the fields of endeavor indicated by the applicable labor categories listed below, and may have been gained concurrently unless otherwise specified.

***Program Manager: (One resume)**

Bachelor of Science Degree in Engineering (Mechanical or Electrical) from an accredited college or university. Ten years combined program management, engineering, technical and shipboard installations/alterations activities-related experience. Experience leading projects that include engineering design, test and evaluation,

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 11 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

shipboard installations, repairs, and modifications/alterations and tech manual and ILS development.

***Project Engineer: (One resume)**

Bachelor of Science Degree in Engineering (Mechanical or Electrical) from an accredited college or university OR 15 years experience in the areas of engineering design, test and evaluation, shipboard installations, repairs and modifications/alterations may be substituted for the degree. Ten years experience in project engineering which could include 7 years experience in the areas of engineering design, test, and evaluation, shipboard installations, repairs, and modifications/alterations, and other problems of auxiliary machinery, and electrical control equipment associated with shipboard level maintenance.

***Project Manager: (One resume)**

High school diploma, trade school OR Navy HM&E Service School graduate. Ten years experience in engineering project management. Five years experience could be in the area of shipboard installations, alterations/modification and repairs. Three years experience could be in the area involving practical ship maintenance, design operation and other problems of auxiliary machinery and electrical control equipment associated with shipboard level maintenance. Two years experience could be with elevators and auxiliary equipment and two years could be of supervisory experience.

***Ship System Integration Specialist: (One resume)**

Bachelor's Degree in an engineering discipline from an accredited college or university. Five years experience with integration of HM&E systems. Experience with Computer Aided Design and Unix Operating Systems.

***Quality Assurance Specialist: (One resume)**

High school diploma, trade school or industrial school vocational training. Seven years experience with quality assurance and inspection for maintenance, repair, testing, installation, alteration of shipboard systems including five years shop experience in a shipyard or FMA which have provided a practical knowledge of quality assurance programs, quality control inspection systems, and a detailed knowledge of ship procedures, processes, methods and techniques.

Five years of direct experience with elevator systems.

***Senior Mechanical Elevator Technician: (One resume)**

High school diploma, trade school or industrial school vocational training. Eight years experience in the operation, repair and maintenance of Naval or marine auxiliary machinery, including six years experience in a position of supervisory responsibility over a subordinate work force involved in the physical maintenance and repair of mechanical equipment and systems. Five years experience with elevators, conveyors and auxiliary equipment is preferred. One year experience as a technical instructor.

***Senior Electrical Elevator Technician: (One resume)**

High school diploma, trade school or industrial school vocational training. Ten years experience in the operation, repair and maintenance of Naval or marine auxiliary machinery, including six years experience in a position of supervisory responsibility over a subordinate work force involved in the physical maintenance and repair of electrical control equipment and systems, with not less than 20 weeks of specialized formal courses in electrical maintenance and repair of Naval and Marine electrical control systems. Five years experience with elevators, conveyors and auxiliary equipment is preferred. Four years experience with shipboard Programmable Logic Control (PLC) systems. One year experience as a technical instructor.

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 12 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

Non-Key Personnel Labor Categories: The following labor categories are designated as non-key personnel labor categories. Resumes are not required for non-key personnel. The offeror shall provide information demonstrating that the proposed non-key personnel meet the education and experience requirements specified for each non-key labor category.

Mechanical Engineer

Bachelor's Degree in Mechanical Engineering from an accredited college or university.

Five years technical experience in engineering analysis, design, installation, operation, maintenance, repair or testing tasks. Requires competence in engineering techniques, concepts and methods; also required knowledge of available hardware, software, structure and management techniques.

Electrical Engineer

Bachelor's Degree in Electrical Engineering from an accredited college or university.

Five years technical experience in engineering analysis, design, installation, operation, maintenance, repair or testing tasks. Requires competence in engineering techniques, concepts and methods; also required knowledge of available hardware, software, structure and management techniques.

Software Engineer

Bachelor's Degree in computer science or software engineering from an accredited college or university.

Five years experience in the development, modification, modeling or simulation of software and software systems. The experience may also include machinery condition assessment, condition monitoring, diagnostic systems and their application to HM&E systems.

Material Engineer

Bachelor's Degree in engineering from an accredited college or university.

Five years experience in manufacturing and development processes.

Safety Engineer

Bachelor's Degree in engineering from an accredited college or university.

Five years experience in analytical and problem solving techniques. Familiar with safety evaluation and testing.

Risk Engineer

Bachelor's Degree in engineering from an accredited college or university.

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 13 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

Five years experience in risk assessment and stress analysis. Familiarities in cost benefit analysis.

Mechanical Engineering Technician

High School diploma, or equivalent.

Two years technical experience in mechanical systems. Familiarity in the preparation of original technical documentation involving the operation, maintenance, and repair of mechanical equipment or systems.

Electrical Engineering Technician

High School diploma, or equivalent.

Two years technical experience in electrical or electronic systems. Familiarity in the preparation of original technical documentation involving the operation, maintenance, and repair of electrical or electronic equipment or systems.

Electronic Engineering Technician

High School diploma, or equivalent.

Two years technical experience in electrical or electronic systems. Familiarity in the preparation of original technical documentation involving the operation, maintenance, and repair of electrical or electronic equipment or systems.

Material Engineering Technician

High school diploma or equivalent.

Five years experience in manufacturing and development processes.

Software Integration Technician

High school diploma or equivalent.

Five years experience in the development, modification, modeling or simulation of software and software systems. The experience may also include machinery condition assessment, condition monitoring, diagnostic systems and their application to HM&E systems.

CAD/CAM Operator

Graduate of high school, trade or industrial school or correspondence school in which credits were received in

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 14 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

algebra, plane geometry, drafting and physics.

Five years of recent experience using up-to-date versions of commercially available software to produce CAD drawings of varying degrees of complexity.

Programming Analyst

Bachelor's or Associate's Degree, or a high school diploma with four years experience without a degree.

Two years systems experience in Statistical and/or Engineering Systems Analysis; devising and preparing of designs and developing program management plans in support of engineering systems.

Technical Writer

Bachelor's Degree in English or Journalism OR two years of experience.

Two years experience in the planning and preparation of varied types of technical documentation on naval ship HM&E systems and equipment. Experience in the detailed information search and interpretation of technical data in the preparation of technical documentation.

Logistician

High school diploma or GED.

Five years experience in the development, updating or use of ILS products for US Navy HM&E systems/equipment.

Welder/Burner

High school diploma or GED and completed an apprenticeship program or its equivalent. Five years experience with, and certification for, welding P1, P2 and P3 piping. Should have working knowledge of all accepted trade methods; a variety of manual welding processes; several different gas torch processes; various electrical processes, including inert gas shielded processes and welding arcs in all positions including flat, horizontal, vertical and overhead. Should have knowledge of welding standards, and how various metals and alloys, such as steel, aluminum cast iron, nickel, monel, brass, copper, bronze, magnesium, beryllium, and titanium react to different welding processes and techniques. Should have the skills to make complete penetration and fusion welds. Should be able to use MIG and TIG methods. Performance qualifications shall be in accordance with MIL-STD-248 for non-nuclear application.

Shipfitter

High school diploma or GED and completed an apprenticeship program or its equivalent or related military training programs.

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 15 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

Five years experience in the field. Knowledge, skill and abilities sufficient to lay out, fabricate, and assemble various structural parts and piping systems on ships and other vessels, including cutting and shaping of parts and shop subassemblies.

Machinist

High School or vocational school diploma, or equivalent.

Four years experience and superior technical knowledge directly related to the integration, installation, testing, maintenance, repair and support of mechanical, electrical, or electronic equipment, components, systems, or related structural components. Possess knowledge and ability to apply basic principles of mathematics, physics, and general science. Ability to apply and interpret technical manuals, blueprints, sketches, and specifications.

Marine Machinist

High School or vocational school diploma, or equivalent.

Four years experience and superior technical knowledge directly related to the integration, installation, testing, maintenance, repair and support of mechanical, electrical, or electronic equipment, components, systems, or related structural components. Possess knowledge and ability to apply basic principles of mathematics, physics, and general science. Ability to apply and interpret technical manuals, blueprints, sketches, and specifications.

Electrician

Completed Electrician "A" school and/or a similar 2 year technical school.

Five years of experience with shipboard installations and testing, including operations and maintenance of shipboard electrical equipment.

Clerk

High school graduate or equivalent.

One year experience in typing of Navy engineering documents. Two years experience in the operation of word processing systems.

HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

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

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 16 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

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

(End of Text)

HQ C-2-0005 ACCESS TO VESSELS BY NON-U.S. CITIZENS (NAVSEA)

(DEC 2005)

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

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

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

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

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

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 17 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 18 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

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

(End of Text)

HQ C-2-0016 DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND

HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA)

(SEP 1990)

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

(End of Text)

HQ C-2-0018 DISPOSAL OF SCRAP (NAVSEA) (JAN 2008)

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 19 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

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

(End of Text)

HQ C-2-0028 GOVERNMENT SURPLUS PROPERTY (NAVSEA) (SEP 1990)

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

(End of Text)

HQ C-2-0045 QUALIFICATION OF CONTRACTOR NONDESTRUCTIVE

TESTING (NDT) PERSONNEL (NAVSEA) (APR 2004)

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

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 20 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

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

-

(End of Text)

HQ C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA)(AUG 1994)

(a) Definitions

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

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

(b) Requirements.

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

HQ C-2-0052 STANDARDIZATION (NAVSEA) (JAN 2008)

The Contractor shall develop and implement a standardization process, reducing range and increasing depth of like equipments, to enhance supportability, minimize life cycle costs, and increase system readiness and interoperability across ships/ship classes through the selection of equipment and components which are, to the maximum extent possible, (1) common within the ship, (2) common for application within the _____ Class and (3) common with equipment/components currently installed in U.S. Navy ships. The Contractor shall utilize both Industry (e.g., the Common Parts Catalog) and Government (e.g., the Hull, Mechanical and Electrical Equipment Data Research System (HEDRS)) tools in implementing the standardization program across shipbuilders.

(End of Text)

HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA)

(AUG 1994)

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 21 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

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

(End of Text)

2 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 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/Environmental Policy.pdf](https://crbewebappdev.dt.navy.mil/intranet/documents/policy/Environmental%20Policy.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/Contractor EMS Awareness Training.doc](https://crbewebappdev.dt.navy.mil/intranet/esh/documents/Contractor%20EMS%20Awareness%20Training.doc)

(d) The Contractor shall certify by e-mail to Paul Breeden/Code 023 (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.

3 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-

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 22 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

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%20Awareness%20Training%20for%20Contractors.doc)

(d) The Contractor shall certify by e-mail to Thomas Egan/Code 022 (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.

(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 (NAVSSESINST 5100.14). The OSH Program Manual is available at:

<https://crbewebappdev.dt.navy.mil/intranet/instr/s5100-14g.htm>

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 23 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

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 Reports/Data to the following address:

Naval Surface Warfare Center, Carderock Division
5001 South Broad Street
Philadelphia, PA 19111-1403

Attn: Rosemary DiCara, Code 97

All Deliverables shall be packaged and marked in accordance with Best Commercial Practices.

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 24 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at Destination by the Government.

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 25 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

CLINs 4000 and 6000 - Base Period: Date of Award to 15 March 2012
CLINs 4100 and 6001 - Option Period 1: 16 March 2012 to 15 March 2013
CLINs 4200 and 6200 - Option Period 2: 16 March 2013 to 15 March 2014
CLINs 4300 and 6300 - Option Period 3: 16 March 2014 to 15 March 2015
CLINs 4400 and 6400 - Option Period 4: 16 March 2015 to 30 November 2015

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 26 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer's Representative
Rosemary DiCara, Code 9709
5001 South Broad St.
Philadelphia, PA 19112-1403
rosemary.dicara@navy.mil
215-897-8417

CAR-G11 INVOICE INSTRUCTIONS (DEC 2007) (NSWCCD)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Surface Warfare Center, Carderock Division (NSWCCD) 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*)

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 27 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

Issue DODAAC	<u>N65540</u>
Admin DODAAC	<u>TBD</u>
Pay Office DODAAC	<u>TBD</u>
Inspector DODAAC	<u>N/A</u>
Service Acceptor DODAAC	<u>N65540</u>
Service Approver DODAAC	<u>N66540</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u>TBD</u>
LPO DODAAC	<u>N65540</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.

Send Additional Email Notification To:
***rosemary.dicara@navy.mil

(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 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)

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 28 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

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 be ___(to be completed for each order) 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 290,950 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 1,286 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:

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

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of 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.

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 29 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

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

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

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

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

Option to Extend the Term of the Task Order

(a) The Government may extend the term of this task order under option CLINs/SUBCLINs by written notice to the Contractor prior to the expiration of the Task Order; provided, that the Government gives the Contractor a preliminary written notice of its intent to exercise the option(s) at least 1 day before the task order expires. The preliminary notice does not commit the Government to an extension.

(b) The total duration of this task order, including the exercise of any options under this clause, shall not exceed sixty months.

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 30 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

Accounting Data

SLINID	PR Number	Amount

BASE Funding 0.00
Cumulative Funding 0.00

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 31 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

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.
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

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 32 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

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 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). Contractor provides highly qualified personnel.

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 33 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

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 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 government effort to resolve.	Problems are resolved quickly with minimal government involvement.	Problems are non-existent or the contractor takes 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
Cost Management	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. Reports are clear, accurate,

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 34 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

CostReporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.
---------------	---------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------

CAR H5 Task Order Process

J. Ombudsman Description. Protests of Awards of Task Orders valued in excess of \$10 Million are authorized. In accordance with FAR 16.505(a)(9), no protest under FAR Subpart 33.1 is authorized in connection with Task Order Contracting Officer decisions regarding fair opportunity or the issuance of a TO valued at less than \$10 Million under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract. The Ombudsman would serve to assist in the resolution of complaints that would not fall within the grounds for protest under this vehicle. Contractors are instructed to first contact the local activity contract specialist and contracting officer for issue resolution. If the issue is not able to be resolved, the issue would then be elevated to the cognizant local activity Ombudsman. Should resolution not be achieved with the local activity Ombudsman, then cognizance for resolution would reside with the Overarching Command or Headquarters Ombudsman.

A List of current Ombudsmen will be maintained on the Vendor Port to authorized users. The Government reserves the unilateral right to change Ombudsmen at anytime.

Contractors are advised that any information submitted to the Ombudsman to resolve complaints will be treated as a dispute resolution communication (DRC), and considered confidential under the law. To be effective, however, the Ombudsman may need to disclose the DRC to investigate concerns and fulfill the Ombudsman's responsibility to ensure that all contractors are afforded a fair opportunity to be considered for award.

The Contractor therefore hereby authorizes the Ombudsman to disclose to other parties or to nonparties any dispute resolution communication, that in judgement of the Ombudsman, must be disclosed within Government channels to the extent deemed necessary by the Ombudsman to facilitate understanding of the issue or issues. The Contractor also authorizes the Ombudsman to disclose to other parties or to nonparties any dispute resolution communication that in the judgment of the Ombudsman must be disclosed to prevent or investigate fraud, waste, abuse, criminal activity or imminent physical harm.

CAR H11 – CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

In accordance with SECNAV M-55510.30 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 requires 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 Computer 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 be terminated.

5252.217-9121 INDEMNIFICATION FOR ACCESS TO VESSEL (MAY 1989)

Notwithstanding any provision in the "ACCESS TO VESSEL" clause (DFARS 252.217-7011), or any other clause of the contract, the Contractor agrees to allow officers, employees, and associates of the Government, or other prime contractors with the Government and their subcontractors, and officers, employees, and associates of

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 35 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

offerors on other contemplated work, admission to the Contractor's facilities and access to the vessel without any further request for indemnification from any party, which has not been previously included in the contract price.

(End of Text)

5252.223-9114 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NOV 1996)

(a) GENERAL

(1) The Contractor shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 10 U.S.C. 7311 and all other applicable Federal, State, and local laws, codes, ordinances and regulations for the management and disposal of hazardous waste.

(2) Nothing contained in this special contract requirement shall relieve the Contractor from complying with applicable Federal, State, and local Laws, codes, ordinances, and regulations, including obtaining licenses and permits, giving notices and submitting reports, in connection with hazardous waste management and disposal in the performance of this contract. Nothing contained herein shall serve to alter either party's liability or responsibility under CERCLA.

(3) Materials contained in ship systems are not waste until after removal from the system

(b) IDENTIFICATION OF HAZARDOUS WASTES – Attachment of this contract identifies the types and amounts of hazardous wastes that are required to be removed by the Contractor, or that are expected to be generated, during performance of work under this contract.

(c) GENERATOR IDENTIFICATION NUMBERS

(1) Documentation related to hazardous waste generated solely by the physical actions of ship's force or Navy employees on board the vessel shall only bear a generator identification number issued to the Navy pursuant to applicable law.

(2) Documentation related to hazardous waste generated solely by the physical actions of Contractor personnel shall only bear a generator identification

number issued to the Contractor pursuant to applicable law. Regardless of the presence of other materials in or on the shipboard systems or structures which may have qualified a waste stream as hazardous, where the Contractor performs work on a system or structure using materials (whether or not the use of such materials was specified by the Navy) which by themselves would cause the waste from such work to be a hazardous waste, documentation related to such waste shall only bear a generator identification number issued to the Contractor.

(3) Documentation related to hazardous waste generated by the combined physical actions of Navy and Contractor personnel shall bear a generator identification number issued to the Contractor pursuant to applicable law and shall also cite in the remarks block a generator identification number issued to the Navy pursuant to applicable law.

(4) Notwithstanding paragraphs (c)(1) – (c)(3) above, hazardous wastes are considered to be co-generated in cases where: (a) the Contractor merely drains a system and such drainage creates hazardous waste or (b) the Contractor performs work on a system or structure using materials which by themselves would not cause the waste from such work to be hazardous waste but such work nonetheless creates a hazardous waste. Documentation related to such co-generated waste shall bear a generator identification number in accordance with the provisions of paragraph (c)(3) above.

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 36 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

(5) In the event of a failure by the parties to agree to the assignment of a generator identification number to any hazardous waste as set forth in paragraphs (c)(1) through (c)(4) above, the Government may direct which party or parties shall provide generator identification numbers for the waste and such number(s) shall be used on all required documentation. Any disagreement with this direction shall be a dispute within the meaning of the clause of this contract entitled "Disputes" (FAR 52.233-1). However, the Contractor shall not stop any work but shall continue with performance of all work under this contract as specified in the "Disputes" clause.

(6) Hazardous Waste Manifests – For wastes described in (c)(2), (c)(3), and (c)(4) above (and (c)(5) as applicable), the Contractor shall sign the generator certification on the Uniform Hazardous Waste Manifest whenever use of the Manifest is required for disposal. The Contractor shall obtain written concurrence with the categorization of wastes under paragraphs (c)(3) and (c)(4) above before completion of the manifest. Manifests prepared pursuant to paragraph (c)(1) above shall be presented to the local HAZMAT Disposal Activity or Ships Force for completion after the hazardous waste has been identified.

(7) For purposes of paragraphs (c)(2) and (3) herein, if the Contractor, while performing work at a Government facility, cannot obtain a separate generator identification number from the State in which the availability will be performed, the Contractor shall notify the COR within 3 business days of receipt of written notification by the State. After obtaining written approval, the Contractor shall use the Navy site generator identification number and insert in the remarks block the contractor generator identification number issued for the site where his main facilities are located. For purposes of paragraph (c)(1) herein, if the work is being performed at a contractor facility and the Government cannot obtain a separate generator identification number for the State, the Government shall use the Contractor site generator identification number and shall cite in the remarks block a Navy generator identification number. In both instances described above, the Contractor shall prepare the Uniform Hazardous Waste Manifest described in paragraph (c)(6) above and present it to the COR for completion.

(End of Text)

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 37 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

- 52.224-1 Privacy Act Notification (Apr 1984)
- 52.224-2 Privacy Act (Apr 1984)

- 52.222-20 Walsh-Healey Public Contracts Act (Dec 1996)
- 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997)
- 52.223-5 Pollution Prevention and Right-To-Know Information (Aug 2003)
- 52.223-11 Ozone Depleting Substances (May 2001)
- 52.223-12 Refrigeration Equipment and Air Conditioners (May 1995)
- 52.246-23 Limitation of Liability (Feb 1997)
- 52.246-24 Limitation of Liability – High Value Items (Feb 1997)

- 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 1993)
- 252.225-7007 Prohibition on Acquisition of United States Munitions List From Communist Chinese Military Companies (Sep 2006)
- 252.225-7008 Restriction on Acquisition of Specialty Metals (Jul 2009)
- 252.225-7013 Duty-Free Entry (Oct 2006)
- 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (Jun 2005)
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Mar 2006)
- 252.225-7019 Restriction on Acquisition of Foreign Anchor and Mooring Chain (Jun 2005)
- 252.225-7025 Restriction on Acquisition of Forgings (Jul 2006)
- 252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (Dec 2006)
- 252.246-7000 Material Inspection and Receiving Report (Mar 2008)

- 52.222-3 Convict Labor (Jun 2003)
- 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997)
- 52.244-6 Subcontract for Commercial Items (Mar 2007)

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 38 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

CAR-I08 SUBSTITUTION OR ADDITION OF KEY PERSONNEL (JUN 1996) (NSWCCD)

(a) The contractor agrees to assign to the contract those individuals identified as key personnel in the proposal to fulfill the requirements of the contract. No substitutions or additions of such key personnel shall be made except in accordance with this provision. The following are the key personnel identified in the proposal and subject to these provisions.

Name Title Labor Category Company

*To be provided at time of contract award

(b) The contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions or additions will be permitted unless such substitutions or additions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery/task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

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.

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 39 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

(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)

CLAUSE 252.215-7004 EXCESSIVE PASS-THROUGH CHARGES –IDENTIFICATION OF SUBCONTRACT EFFORT (APR 2007)

(a) *Definition.* “Excessive pass-through charge,” as used in this provision, is defined in the clause of this solicitation entitled “Excessive Pass-Through Charges” (DFARS 252.215-7004).

(b) *General.* The offeror’s proposal shall exclude excessive pass-through charges.

(c) *Performance of work by the Contractor or a subcontractor.*

(1) The offeror shall identify in its proposal the percent of effort it intends to perform, and the percent expected to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal—

(i) The amount of the offeror’s indirect costs and profit applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the value added by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal—

(i) The amount of the subcontractor’s indirect costs and profit applicable to the work to be performed by the lower-tier subcontractor(s); and

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 40 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

(ii) A description of the value added by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(End of provision)

CLAUSE 252.215-7004 EXCESSIVE PASS-THROUGH CHARGES (APR 2007)

(a) *Definitions.* As used in this clause—

“Excessive pass-through charge,” with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit on work performed by a subcontractor (other than charges for the costs of managing subcontracts and applicable indirect costs and profit based on such costs).

“No or negligible value” means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added substantive value to the contract or subcontract in accomplishing the work performed under the contract.

(b) *General.* The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) *Performance of work by the Contractor or a subcontractor.*

(1) If the Contractor changes the amount of subcontract effort identified in its proposal such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the Contractor shall provide the Contracting Officer with a description of the value added by the Contractor as related to the subcontract effort.

(2) If any subcontractor identified in the proposal changes the amount of lower-tier subcontractor effort such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract, the Contractor shall provide the Contracting Officer with a description of the value added by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(3) If any subcontractor not identified in the proposal subcontracts to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the Contractor shall provide the Contracting Officer with a description of the value added by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(d) *Recovery of excessive pass-through charges.* If the Contracting Officer determines that excessive pass-through charges exist—

(1) For fixed-price contracts, the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price; and

(2) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in Subpart 31.2 of the Federal Acquisition Regulation (FAR) and Subpart 231.2 of the Defense FAR Supplement.

(e) *Access to records.*

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor’s records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 41 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) *Flowdown*. The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract, except for—

- (1) Firm-fixed-price subcontracts awarded on the basis of adequate price competition;
- (2) Fixed-price subcontracts with economic price adjustment, awarded on the basis of adequate price competition;
- (3) Firm-fixed-price subcontracts for the acquisition of a commercial item; or
- (4) Fixed-price subcontracts with economic price adjustment, for the acquisition of a commercial item.

(End of clause)

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 (to be determined at time of task order award) or the overtime premium is paid for work --

(End of Clause)

CONTRACT NO. N00178-11-D-6433	DELIVERY ORDER NO. EHP2	PAGE 42 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

DD Form 254