

# ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-04-D-4066		2. DELIVERY ORDER NO. EHP2		3. EFFECTIVE DATE 2014 Sep 26		4. PURCH REQUEST NO. 13-CAM-037		5. PRIORITY DO-C9	
6. ISSUED BY NSWC, CARDEROCK DIVISION, PHILADELPHIA NAVSSSES Philadelphia PA 19112-1403			CODE N65540	7. ADMINISTERED BY DCMA TACTICAL WHEELED VEHICLES CHICAGO 1523 WEST CENTRAL ROAD, BLDG. 203 ARLINGTON HEIGHTS IL 60005-2451			CODE S1403A	8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>	
9. CONTRACTOR Alion - IPS Corporation 1000 Burr Ridge Parkway, Suite 202 Burr Ridge IL 60527			CODE 3UWB7	FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS SMALL SMALL DISADVANTAGED WOMEN-OWNED	
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381			CODE HQ0339	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.

Alion - IPS Corporation		Iwilcox Lead Contracts Administrator	
NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/> 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	25. TOTAL \$948,172.46
09/26/2014 CONTRACTING/ORDERING OFFICER		26. DIFFERENCES

27a. QUANTITY IN COLUMN 20 HAS BEEN

INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:
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b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. D.O. VOUCHER NO.	30. INITIALS
f. TELEPHONE	g. E-MAIL ADDRESS	32. PAID BY	
		33. AMOUNT VERIFIED CORRECT FOR	

36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.	31. PAYMENT COMPLETE	34. CHECK NUMBER
a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED	40. TOTAL CON-TAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.
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## GENERAL INFORMATION

1. The purpose of this action is to award N00178-04-D-4066, EHP2. Funding in the amount of \$95,000.00 is hereby obligated under this order. As a result, the total amount of funding obligated and available for payment is \$95,000.00. It is estimated that funding will cover the cost of performance to 31 December 2014. In accordance with Contract Clause 52.232-22, the Government is not obligated to reimburse the contractor for any costs incurred in excess of \$95,000.00 unless additional funds are made available for payment and obligated under this order in a subsequent modification. The total remaining unfunded balance is \$2,774,273.23

The total value of this order is \$2,869,273.23.

Clause SEA 5252.232-9104 ALLOTMENT OF FUNDS - ALTERNATE 1 (JAN 2008) has been revised to read as follows:

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

700001 130045305200001 87000.00

LLA :

AA 1791811 H232 253 WAWRC 0 068342 2D 000000 200378000000

Standard Number: N0002412WX20347/AA

TI-01

10 U.S.C 2410(a) invoked. Funding available for performance through 24 September 2015.

900001 130045305200002 8000.00

LLA :

AA 1791811 H232 253 WAWRC 0 068342 2D 000000 200378000000

Standard Number: N0002412WX20347/AA

10 U.S.C. 2410(a) invoked. Funding available for performance through 24 September 2015.

BASE Funding 95000.00

Cumulative Funding 95000.00

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1. Type of Contract: This will be a Cost-Plus-Fixed-Fee performance based Task Order.

2. The period of performance for the proposed Task Order is as follows:

Base Period- Date of Award to 12 Months After Date of Award

Option Period 1 - 13 Months to 24 Months After Date of Award

Option Period 2 - 25 Months to 36 Months After Date of Award

3. Any performance beyond 15 March 2015 is contingent upon the Award Term of the Basis Seaport contract being exercised. In the event it is not exercised, the period of performance will be revised accordingly.

4. In the event the contract ceiling remains under the current performance period, the Government reserves the right to extend the period of performance unilaterally in lieu of exercising the next option period.

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5. For proposal purposes, teh CLINs 7000 (Services) and 9000 (Other Direct Costs) will represent Parent CLINs for the resultant order. Due to funding obligations, the CLINs will be broken down further, based on the funding types.

6. In accordance with (DFARS) PGI 204.7108 "Other" (d) (12) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

The following payment instructions apply to this task order:

- a) This requirement includes support for multiple programs with independent budgets and funding lines. These funding lines are NOT interchangeable and it is critical that the Paying Office pay in accordance with the Technical Instruction (TI) Number in ACRNs order. To do otherwise could result in a misapproapriation of funds.
- b) The Payment Office shall ensure that each payment under this contract is made in accordance with the specific accounting classification reference numbers (ACRNs) shown on each individual invoice.

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of Cluase)

7. There are no authorized subcontractors under this SeaPort Task Order.

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Noise Reduction Rogram Oversight (NRP) (Fund Type - OTHER)					\$910,027.81
700001	R425	Incremental Funding for CLIN 7000 Labor - TI-01 in the amount of \$87,000.00. (SCN)(SCN)					
7100	R425	Noise Reduction Rogram Oversight (NRP) (Fund Type - TBD)  Option					\$917,651.45
7200	R425	Noise Reduction Rogram Oversight (NRP) (Fund Type - TBD)  Option					\$927,130.12

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Support Costs forCLIN 7000 Traveland Material Related Costs. (Fund Type - TBD)	1.0	LO	\$38,144.65
900001	R425	Incremental Funding for CLIN 9000 ODC- TI-01 in the amount of \$8,000.00. (SCN) (SCN)			
9100	R425	Support Costs forCLIN 7100 Traveland Material Related Costs. (Fund Type - TBD)  Option	1.0	LO	\$38,156.21
9200	R425	Support Costs forCLIN 7200 Traveland Material Related Costs. (Fund Type - TBD)  Option	1.0	LO	\$38,162.99

The Seaport Organizational Conflict of Interest Clause from the Basic Contract is hereby invoked in the task order.

## SUPPORT COSTS

SUPPORT COSTS INCLUDING MATERIAL AND TRAVEL AND OTHER DIRECT SUPPORT COSTS, IF ANY, WILL BE REIMBURSED ON THE BASIS OF ACTUAL AND REASONABLE AND ALLOWABLE COSTS INCURRED PLUS G&a AND/OR MATERIAL HANDLING. **THESE COSTS**

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**ARE NOT SUBJECT TO FEE.**

LEVEL OF EFFORT - The level of effort for the performance of this task order is based upon an anticipated total estimated level of effort of \_\_\_\_\_ man-hours of direct labor. The estimated composition of the man-hours of direct labor can be found in the chart below :

Cost Element	Base	Option 1	Option 2
NRP Engineer *			
Senior Acoustics Manager *			
Intermediate Acoustics Manager			
Junior Ship Design Support Analyst			
Administrative Support			
Program Analyst			
TOTAL HOURS PER YEAR	7721		
* 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 "Limitation of Funds", FAR 52.216-8. Such payments shall be equal to the allowable cost of each invoice submitted by 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 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.

**NOTE:10 USC 2410 (a) is hereby invoked.**

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **USS VIRGINIA CLASS Noise Reduction Program & Acoustic SIT Support**

#### **STATEMENT OF WORK**

##### 1.0 Background

The Machinery Research and Silencing Division of the Naval Surface Warfare Center, Carderock Division, Ship Systems Engineering Station (NSWCCD, SSES Code 9800) is tasked to support Naval Sea Systems Command programs for design and construction of U.S. Navy submarines. Specifically, support is provided to the PMS450 Acoustic Systems Integration Team (SIT) to assure that USS VIRGINIA Class submarines meet established noise objectives. The purpose of this task is to provide expert support to NAVSEA for VIRGINIA Class Noise Reduction Program (NRP) oversight, acoustic trial planning, design modernization, technology insertion and cost reduction. The Contractor shall provide personnel with the technical/administrative skills and experience to support NAVSEA under the direction of NSWCCD Code 9840.

##### 2.0 Requirements

The Contractor shall provide program and technical support to NSWCCD (Codes 9840 and 7207), the VIRGINIA CLASS Program Office (PMS450T4A & PMS450W2) and the NAVSEA Ship Signatures Office (SEA05T12) in support of the USS VIRGINIA Class submarine acquisition program.

##### 2.1 Noise Reduction Program

The Contractor shall perform the following tasks:

- a) Assist in the development of plans for conducting the PMS450 Preliminary Process, Module Hardware Assessments of USS VIRGINIA Class ships under construction at Electric Boat Corporation (EB) and Huntington Ingalls Industries - Newport News Shipbuilding (Hii-NNS). Review the construction schedules and identify specific ships, sections and modules for assessment of noise critical components, and noise control features.
- b) Assist in the development of plans for conducting the NAVSEA NRP, Acoustic Hardware Audit on each ship of the USS VIRGINIA Class at time of its delivery.
- c) Assist in assembling a multi-agency team to conduct each Hardware Assessment and Hardware Audit, prepare Team materials and supporting documentation, train and/or provide an orientation for Team members as appropriate to the technical focus of the particular assessment/audit to be conducted.
- d) Develop and refine "Metrics Common to NAVSEA and the Co-Production Shipbuilders, for Categorizing Deficiencies in Terms of Acoustic Risk" for use by the Acoustic Systems Integration Team (SIT) and the shipbuilder in determining when individual deficiencies, identified during USS VIRGINIA Class audits, should be fixed.
- e) Refine Acoustic SIT Hardware Assessment and Audit processes, as appropriate, to improve efficiency of execution and to continuously maintain technical focus commensurate with the maturity of the USS VIRGINIA Class program.
- f) Provide technical and administrative support in documentation of Assessment/Audit deficiency findings.
- g) Analyze findings of Assessments and Audits to identify both positive and negative trends in shipbuilder acoustic feature installation deficiencies. Assist in the development of recommendations for NAVSEA and shipbuilder actions to improve quality in acoustic construction of VIRGINIA Class submarines.
- h) Provide assistance in conducting analyses and tests to resolve NRP issues relating to ship

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construction as directed by the Government. Specifically, investigate and assist in solution of problems arising in handling, inspection and installation of noise control features and noise critical components.

i) Participate in regular VTC meetings between the Acoustic SIT and Electric Boat (EB) NRP addressing construction NRP issues.

j) Review and prepare written comments on administrative and technical documents related to submarine construction.

k) Assist the Government in defining and justifying the appropriate level of oversight of execution of the VIRGINIA Class NRP Program by the co-production shipbuilders. Prepare briefing materials and support meetings between the Acoustic SIT, PMS450T4A, SUPHIP Groton, SUPSHIP NN and other activities as required.

## 2.2 Noise Reduction Program Assessments and Hardware Audits

The Contractor shall perform the following tasks:

a) Prepare Team Notebooks, tailored to facilitate execution of Hardware Assessments and Audits of specific USS VIRGINIA Class ships. Team Notebooks shall contain the reference materials and data forms needed in Assessment and Audit execution.

b) Provide technical support in execution of Hardware Assessments and Audits in the shipyard and aboard ship.

c) Participate in execution of Hardware Assessments and Audits in the shipyard and aboard ship.

d) Document Assessment/Audit deficiency findings and identify deficiency trends. Support preparation of exit briefs for presentation to shipbuilder, Supervisor of Shipbuilding and Navy personnel.

e) Solicit shipbuilder NRP feedback on findings of Hardware Assessments and incorporate NRP comments, as appropriate, in findings reported during the Exit Brief following each Assessment.

f) Support adjudication of NAVSEA Hardware Audit findings between the Acoustic Systems Integration Team (SIT) and the shipbuilder NRP and document agreements reached as to Categorization of Severity and prioritization for repair pre-delivery or during post delivery ship availabilities.

g) Support analysis of findings of Assessments and Audits to identify both positive and negative trends in shipbuilder acoustic feature installation deficiencies. Support preparation of reports and other program documentation. Prepare a Memorandum for the Record documenting execution of each Hardware Assessment and Audit and findings thereof for the PMS450 Acoustic SIT.

## 2.3 Acoustic SIT Support

The Contractor shall perform the following tasks:

a) Perform acoustic analyses, document reviews and provide

recommendations to resolve emergent issues arising in design modernization, technology insertion and cost reduction.

b) Support the VIRGINIA Acoustic SIT and Major Area Integration

Team through meeting participation, action item tracking, and review of issues involving acoustic construction and trials, design modernization, technology insertion and cost reduction, as required.

c) Assist the NAVY/shipbuilder team in acoustic trial planning

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(including trial event prioritization) and assessment of the acoustic risk of emerging acoustic performance issues.

d) Prepare briefings to be given by PMS450 Acoustic SIT or

NAVSEA 05P12 Ship Signatures Office personnel to senior executives, both military and civilian, addressing the acoustic performance of USS VIRGINIA Class submarines as demonstrated through full scale acoustic trials conducted at sea.

e) Write draft correspondence and prepare supporting review

packages for routing for comment within PMS450 and NAVSEA; resolve acoustic comments and prepare correspondence for PMS450 or NAVSEA 05P12 signature.

f) Record, publish and circulate minutes of regular meetings

chaired by PMS450T4A with participants representing NAVSEA, the Supervisor of Shipbuilding and the Electric Boat Noise Reduction Program team.

### 3.0 Government Furnished Information (GFI)

The Contractor shall be afforded access to programmatic and technical documents to be identified to the Technical Instruction (TI) Manager during the period of performance of the TI, as required. The following documents are required in the execution of tasks and preparation of deliverables described herein:

a) "VIRGINIA (SSN774) CLASS Noise Reduction Program Co-Production Procedural Plan, Revision A, Electric Boat Corporation, TDA-17488 of 2 July 1999

b) "NSSN Class System Isolation Survey Test Procedure", Electric Boat Corporation 27700/07300-2-103, Rev B

c) Design documents and drawings, Noise Reduction Program documents, ship specifications, ship construction documents, and acoustic trial planning documents.

Additional documents required to support task execution shall be identified to the Technical Instruction Manager. Access shall be provided to ships of the USS VIRGINIA Class, as required.

### 4.0 Progress Reports

The Contractor shall prepare a monthly progress report briefly summarizing work accomplished in the reporting period. The progress report shall indicate the amount expended and the number of labor hours used during the reporting period and the cumulative amount expended and labor hours used to date. In addition, the progress report shall include a description of any problems encountered during the reporting period.

### 5.0 Travel

5.1 It is anticipated that travel during the three year period of performance shall require:

a) Nine (9) round trips between Washington Navy Yard, DC and Groton, CT by two (2) people for six (6) days each;

b) Nine (9) round trips between Washington Navy Yard, DC and Newport News, VA by two(2) people for six (6) days each;

c) Three (3) round trips between Washington Navy Yard, DC and Philadelphia, PA by one (1) person for one (1) day each; and

d) Thirty six (36) local travel round trips between Annapolis, MD and Washington Navy Yard, DC.

6.0 Period of Performance The period of performance shall be from the effective date of this task



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order through three (3) years thereafter.

## 7.0 Deliverables

- a) Viewgraphs and related briefing materials for presentation. (as required)
- b) Memoranda conveying technical comments on documents reviewed at the request of the Government. (as required)
- c) Team Notebooks containing reference materials and data sheets necessary to the execution of each PMS450 Preliminary Process Module Hardware Assessment, to be submitted on the first day of each assessment.
- d) Team Notebooks containing reference materials and data sheets necessary to the execution of each NAVSEA Noise Reduction Program Acoustic Hardware Audit, to be submitted on the first day of each audit.
- e) A Memorandum for the Record documenting findings and analysis of each PMS450 Preliminary Process Module Hardware Assessment conducted on USS VIRGINIA Class submarines, to be submitted one month after completion of each assessment.
- f) A Memorandum for the Record documenting findings and analysis of each NAVSEA NRP Acoustic Hardware Audit conducted on USS VIRGINIA Class submarines, to be submitted one month after completion of each audit.

## 8.0 Security Requirements

Contractor personnel must have a security clearance at the SECRET level and any classified reports or other documents generated shall be classified up to and including SECRET level in accordance with Form DD254 "Contractor Security Classification Specifications".

## 9.0 PERSONNEL REQUIREMENTS

### Key Personnel

The **Principal Noise Reduction Program Engineer (1 resume)** should have the following target education and experience:

- a) Knowledge of the USS VIRGINIA Class submarine design including identification of noise critical systems and understanding of ship structural, machinery and systems arrangements.
- b) Knowledge of the USS VIRGINIA Class acoustic design including knowledge of major noise control boundaries, noise control features and treatments utilized and key attributes for inspection of noise control features and treatments.
- c) Knowledge of Noise Reduction Program practice and a thorough understanding of the USS VIRGINIA Class construction sequence.
- d) Thorough understanding of the interactions between the PMS450, USS VIRGINIA Class Acoustic Systems Integration Team (SIT) and shipyard NRP groups.
- e) A Master of Science degree in Engineering (Acoustic, Aerospace, Civil, Electrical, Mechanical, Ocean or Structural) or Engineering Mechanics, Physics or Applied Math with fifteen (15) years of experience in acoustic design and construction of submarines, formulation and oversight of Noise Reduction Programs and acoustic feature inspection and assessment in submarines. A Bachelor's degree in one of the above disciplines and an additional five (5) years of ship acoustic experience will satisfy the education requirements.
- f) As part of the fifteen (15) years experience, a total of ten (10) years of cumulative specialized experience in at least four (4) of the following areas:
  - 1) Organization, training and technical leadership of teams to conduct NAVSEA inspections of

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acoustic features/treatments in various stages of construction at shipbuilder facilities.

2) Development and preparation of technical documentation supporting execution of NAVSEA NRP Acoustic Hardware Audits and Preliminary Process Module Hardware Assessments.

3) Inspection of noise control features installed in submarines and evaluation of specific material or physical attributes affecting acoustic performance.

4) Documentation of NAVSEA Audit and PMS450 Assessment findings and tracking of the Acoustic SIT and shipbuilder adjudication of Audit findings leading to correction of deficiencies. This includes analysis of findings and development of recommendations for improving the shipbuilder NRP.

5) Categorization/prioritization of deficiencies in material condition or installation of acoustic features, installed in U.S. Navy submarines, in terms of potential acoustic impact as determined from experience and knowledge of USS VIRGINIA, and USS SEAWOLF designs (i.e., without recourse to submarine acoustic test data).

g) A Secret Clearance, within sixty (60) days after contract award.

The **Senior Acoustic Engineer (1 resume)** should have the following target education and experience:

a) Knowledge of the USS VIRGINIA Class submarine design including identity of noise critical systems and understanding of structural, machinery and systems arrangements and of acoustic features and treatments.

b) A Master of Science degree in Engineering (Acoustic, Aerospace, Civil, Electrical, Mechanical, Ocean or Structural) or Engineering Mechanics, Physics or Applied Math with twelve (12) years of general experience in ship acoustic engineering.

A Bachelor's degree in one of the above disciplines and an additional five (5) years of ship acoustic experience will satisfy the education requirements.

c) As part of the twelve (12) years experience, a total of eight(8) years of cumulative specialized experience in at least two (2) of the following areas:

1) Machinery and structural acoustics R&D focused on surface combatant ship or submarine applications.

2) Surface combatant ship or submarine acoustic design, analysis or testing.

3) Submarine acoustic construction support including inspection of installed noise control features and evaluation of installation attributes affecting acoustic performance.

4) Acoustic data reduction and analysis.

d) A Secret Clearance, within sixty (60) days after contract award.

#### 10.0 Non-Key Personnel

All non-key personnel performing under this task order shall meet the Government's minimum education and experience requirements.

The **Intermediate Engineer** shall have the following education and experience:

a) A Bachelor of Science degree in Engineering (Acoustics Aerospace, Civil, Electrical, Mechanical, Ocean, Structural) or Engineering Mechanics, Physics or Applied Math with one (1) year of general

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experience in ship design and construction engineering.

b) Experience shall include one (1) of the following areas:

1) Surface combatant ship or submarine acoustic design.

2) Submarine acoustic construction support including inspection of installed noise control features and evaluation of installation attributes affecting acoustic performance.

3) Ship design or construction engineering data reduction and analysis.

c) A Secret Clearance within sixty (60) days after contract award.

The **Junior Ship Design Support Analyst** shall have the following education and experience:

a) A Bachelor of Science degree in Engineering (Acoustics, Aerospace, Civil, Electrical, Mechanical, Ocean, Structural) or Engineering Mechanics, or a Bachelor of Science or Arts degree in Physics, Mathematics or Computer Science, and six (6) months of general experience in support of design or construction of ships or vehicles, ship or vehicle systems, facilities, facility support systems, machinery or structures. A more advanced degree may be substituted for six (6) months of experience in design or construction of ships or vehicles, ship or vehicle systems, facilities, facility support systems, machinery or structures.

Specific experience elements (may be obtained simultaneously with general professional experience).

a) As part of the required education/general professional

Experience a total of six (6) months of cumulative specialized experience in two (2) of the following areas is required (qualifying experience consists of three (3) months or more with the last three years in any single area):

1) Ship signatures data acquisition or processing.

2) Ship signatures prediction.

3) Ship or facility structural analysis.

4) Ship structural acoustic or vibration analysis.

5) Design of ship or vehicle structures, ship or vehicle systems, facilities, facility support systems or machinery.

6) Use of computer modeling techniques to conduct parametric studies in support of design of ship or vehicle structures, ship or vehicle systems, facilities, facility support systems or machinery.

7) Analysis of ship or vehicle structures, ship or vehicle systems, facilities, facility support systems or machinery for attributes related to acoustic, mechanical, hydraulic, electrical, vibration or shock performance.

8) Testing and evaluation of ship or vehicle structures, ship or vehicle systems, facilities, facility support systems or machinery to determine performance attributes.

9) Construction of ship or vehicle structures, ship or vehicle systems, facilities, facility support systems or machinery.

10) Database development and maintenance.

11) Ship or vehicle program office support.

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b) A Secret Clearance , within sixty (60) days after contract award.

**Program Analyst** personnel shall have experience with:

- a) Program Analyst shall have two (2) years experience with the use of Microsoft Office products.
- b) One (1) year experience developing program reports, tracking actions, developing messages and managing electronic filing systems.
- c) Preparation and tracking of task spending plans including tracking of funding and expenditures.

Administrative Support personnel shall have experience with:

- a) Administrative Task Award Documents and a broad range of correspondence.
- b) Preparation and tracking of task spending plans including tracking of funding and expenditures.
- c) Preparation of letters, memos and presentation materials.
- d) Preparation of monthly progress reports including financial summaries, technical progress, and reporting of any issues. Resolve any contract issues.

11.0 Contracting Officer Representative

12.0 Subject Matter Expert

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Contractor Personnel Identification

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

Enterprise-Wide Contractor Manpower Reporting

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental Equipment;
- (2) X, Lease/Rental of Facilities

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(3) Y, Construction of Structures and Facilities;

(4) S, Utilities ONLY;

(5) V, Frieght and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil> . Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

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

(a) The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the document entitled, "Carderock Division Environmental Policy and Commitment" within 30 days of commencing performance at NSWCCD-SSES. This document is available at:

<https://crbewebappdev.dt.navy.mil/intranet/documents/policy/EnvironmentalPolicy.pdf>

(c) The contractor shall ensure that each contractor employee who will be resident at NSWCCD-SSES completes the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWCCD-SSES. This document is available at:

<https://crbewebappdev.dt.navy.mil/intranet/esh/documents/ContractorEMSAwarenessTraining.doc>

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

### **CAR-03 ON-SITE SAFETY AWARENESS (AUG 2009)**

(a) The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the document entitled "Carderock Division Occupational Safety and Health Policy Statement" within 30 days of commencing performance at NSWCCD-SSES. This document is available at:

<https://crbewebappdev.dt.navy.mil/intranet/documents/policy/OccupationalSafety.pdf>

(c) The contractor shall ensure that each contractor employee who will be resident at NSWCCD-SSES completes the Voluntary Protection Program (VPP) Awareness Training within 30 days of commencing performance at NSWCCD-SSES. This document is available at:

<https://crbewebappdev.dt.navy.mil/intranet/esh/documents/VPP> Awareness Training for Contractors.doc

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

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

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

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

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

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

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

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of

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Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time. (2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract. (3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

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

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

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

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

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

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

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

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

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

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



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## SECTION 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)

TO BE SPECIFIED ON EACH INDIVIDUAL TECHNICAL INSTRUCTION

(name of requiring activity)

TO BE SPECIFIED ON EACH INDIVIDUAL TECHNICAL INSTRUCTION

(city and state)

TO BE SPECIFIED ON EACH INDIVIDUAL TECHNICAL INSTRUCTION

Ship all Report/Data to the following address:

Contracting Officer Representative

NSWC Carderock Division

5001 S. Broad Street  
Philadelphia, PA 19112

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and Acceptance will be performed by the Contracting Officer Representative,  
964, NSWCCD.

Code

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	9/25/2014 - 9/24/2015
9000	9/25/2014 - 9/24/2015

### CLIN - DELIVERIES OR PERFORMANCE

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

#### BASE PERIOD

7000	09/25/2014-09/24/2015
9000	09/25/2014-09/24/2015

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

Option Period 1 Thirteen (13) Months to Twenty-four (24) Months After Date of Award  
Option Period 2 Twenty-Four (24) Months to Thirty-six (36) months After Date of Award

Estimated Period of Performance is 36 months from Task Order award.

**NOTE : The Government reserves the right to extend the periods of performance unilaterally in lieu of exercising options, if unused ceiling remains in the current period.**

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## SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative

5001 S. Broad St.  
Philadelphia, PA 19112

The contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

### 252.2001-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contract will receive a copy of the written designation. It will specify the extent of the COR's responsibility and authority to act on behalf of the contracting officer. The COR is not authorized to make any changes or commitments that will affect price, quality, quantity, delivery, or any other term of the contract.

(End of Clause)

### CAR-G01 REPORTING REQUIREMENTS (JUN 1996) (NSWCCD)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Order Officer(if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status, and delivery status.

### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

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(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Destination

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N65540
Admin DoDAAC	S1403A
Inspect By DoDAAC	N65540
Ship To Code	SEE SECTION F
Ship From Code	N/A
Mark For Code	SEE SECTION D
Service Approver (DoDAAC)	N65540
Service Acceptor (DoDAAC)	N65540
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA643
Other DoDAAC(s)	N/A

(\*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

\_\_\_\_\_

\_\_\_\_\_

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) *WAWF point of contact.*

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(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Jameal Hollis - [jameal.hollis@navy.mil](mailto:jameal.hollis@navy.mil)

Alternate POC: Richard Ford - [richard.a.ford@navy.mil](mailto:richard.a.ford@navy.mil)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

#### PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

(a) This requirement includes support for multiple programs with independent budgets and funding lines. These funding lines are NOT interchangeable and it is critical that the Paying Office pay in accordance with the accounting classification reference numbers (ACRNs) noted on the contractor's invoices. To do otherwise could result in a misappropriation of funds.

(b) The Payment Office shall ensure that each payment under this contract is made in accordance with the specific ACRNs shown on each individual invoice, including attached data.

#### HQ G-2-0009, Supplemental Instructions Regarding Electronic Invoicing (NAVSEA) (SEP 2012)

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

#### Accounting Data

SLINID	PR Number	Amount
700001	130045305200001	87000.00
LLA :		
AA 1791811 H232 253 WAWRC 0 068342 2D 000000 200378000000		
Standard Number: N0002412WX20347/AA		
TI-01		
10 U.S.C 2410(a) invoked. Funding available for performance through 24 September 2015.		
900001	130045305200002	8000.00
LLA :		
AA 1791811 H232 253 WAWRC 0 068342 2D 000000 200378000000		
Standard Number: N0002412WX20347/AA		
10 U.S.C. 2410(a) Funding available for performance through 24 September 2015.		

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BASE Funding 95000.00  
Cumulative Funding 95000.00

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

H-5 Task Order Process.

Ombudsman Description.

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

### 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 22,227 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this contract shall be expended at an average rate of approximately TBD 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.



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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:

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

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. 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) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish 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.

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(End of Text)

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) will cover are as follows:

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE
700001			Three years after date of award
900001	\$8000.00	\$0.00	Three years after date of award

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral 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.

**CAR-H09 Performance-Based Acquisition Evaluation Procedures for a SeaPort e Task Order (JUL 2012) (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 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 Contracting Officer's Representative (COR).

(1) Contracting Officer's Representative (COR): The COR 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 COR 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 COR 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 COR. The decision will be based upon the COR’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 COR’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).
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per individual task order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.

Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.
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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
CostManagement	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems	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

		are apparent.	maximum benefit for the funds and resources available. Documented savings are apparent.
CostReporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	Reports are clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

See Attachment CAR -H10 PERFORMANCE REQUIREMENTS SUMMARY TABLE

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

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

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

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## SECTION I CONTRACT CLAUSES

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

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

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

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

### 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.

(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)

### 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including-

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and



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(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

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## **SECTION J LIST OF ATTACHMENTS**

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CAR H10

Incurred cost report

Burn Rate Analysis