

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 16	3. EFFECTIVE DATE 03-Nov-2011	4. REQUISITION/PURCHASE REQ. NO. 12143444	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N65540	7. ADMINISTERED BY (If other than Item 6) CODE		S3915A

NSWC, CARDEROCK DIVISION, PHILADELPHIA  
NAVSSSES  
Philadelphia PA 19112-1403  
gina.trasferini@navy.mil 215-897-7059

DCMA SURFACE COMMUNICATION AND SUPPORT  
SYSTEMS PHILADELPHIA  
700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427  
PHILADELPHIA PA 19111-0427

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) EHS Technologies Corporation 1221 North Church Street Suite 106 Moorestown NJ 08057-1101	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4309-EHP3
	10B. DATED (SEE ITEM 13) 02-Sep-2010
CAGE CODE 1GUU1	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) IAW FAR Clause 52.232-22 'Limitation of Funds'

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Tim Ratcliffe		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert R Colot, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Tim Ratcliffe (Signature of person authorized to sign)	15C. DATE SIGNED 03-Nov-2011	16B. UNITED STATES OF AMERICA BY /s/Robert R Colot (Signature of Contracting Officer)	16C. DATE SIGNED 03-Nov-2011

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **Engineering, Technical Services, and Program Management Support Services for Code 98**

#### **1. BACKGROUND**

The Machinery Research and Engineering Department (Code 90) at the Naval Surface Warfare Center Carderock Division, Ship Systems Engineering Station (NSWCCD, SSES) provides the facilities and expertise for developing the concepts, technologies, equipment, systems, and procedures necessary to enable current Navy ships to operate reliably, affordably and to effectively meet performance and mission requirements. Division 98 is tasked to provide technical services for shipboard machinery and silencing research, development, testing and evaluation. Technical areas include: power distribution systems, electric machine proof-of-concept test sites, alternate energy sources (i.e. fuel cells), machinery silencing, automation and controls and systems integration. These technical areas serve as the integral tools for next-Navy and Navy-After-Next technologies that may be considered for the Fleet of tomorrow.

#### **2. APPLICABLE DOCUMENTS**

Applicable military specifications and standards that are listed in the Department of Defense Index of Specifications and Standards (DODISS), and current on the date of task order award, plus applicable industry standards, or any other program documents are applicable. Examples of documents relevant to the execution of work under this Statement of Work (SOW) are:

- DOD-STD-2003 Electric Plant Installation Standard Methods for Surface Ships and Submarines.
- MIL-STD-454, Standard General Requirements for Electronic Equipment. System/equipment drawings and technical manuals

#### **3. SCOPE OF SERVICES TO BE PERFORMED**

The scope of this task order is to provide engineering and technical services to support the research, development, test and evaluation (RDT&E) of new shipboard automation and controls, electric power, machinery technology, machinery silencing, energy conversion, and advanced machinery systems integration. The contractor shall provide engineering, technical support services and program management to support RDT&E of new machinery and silencing systems that will be installed on US Navy vessels and related land-based test sites. This will include the implementation and execution of advanced technology development and future ship-based concepts and strategies being developed and conducted by NSWCCD-SSES. The period of performance is 60 months, assuming all options are exercised and has provisions for incremental funding. All data deliverables produced shall become the property of the U.S. Government.

This SOW defines the services required to support NSWCCD-SSES Code 98 in performing its mission. While support shall primarily be for shipboard machinery RDT&E it may also be provided to related Navy organizations

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with which Code 98 interfaces to meet its mission requirements. This SOW provides the basis of the anticipated tasking. Presented below are the main tasks to be performed by the contractor.

- Engineering (Task 1)
- Technical Services (Task 2)
- Program Management (Task 3)

Detailed descriptions of each of the task areas are presented below.

### **3.1 ENGINEERING SERVICES**

The contractor shall provide engineering services to support Code 98 and other RDT&E activities at NSWCCD. Detailed descriptions of each of the types of engineering services are presented below:

#### **3.1.1 RDT&E HARDWARE/SOFTWARE ENGINEERING SERVICES**

The contractor shall provide hardware and software (HW/SW) engineering services in support of power and machinery silencing systems for existing and future Fleet assets and platforms. HW/SW engineering support under this contract may span from initial concept exploration and requirements definition through development and testing. The contractor shall develop HW/SW to support developmental efforts, which may necessitate development of prototypes, engineering development models, and proof of concept demonstrations. Specifically the contractor shall:

- Analyze electric power systems concepts and architectures.
- Develop Test Plans and Test Procedures to support required system testing and certification throughout the system life cycle.
- Provide support to alternative power and energy system efforts.
- Provide engineering analysis of system requirements and provide system implementation and integration recommendations including embedded systems.
- Develop specific system and or component models/algorithms, cost models and survivability models as well as analysis of shipboard integration including cost, maintenance and training impact of system/component installation.
- Prepare recommendations for project specific standard processes and procedures consistent with the command's Software Engineering Institute Capability Maturity Model (SEI CMM) requirements, directives, and standards.
- Provide engineering services to support technology insertion efforts.
- Model and simulate electric power components and distribution on surface and undersea platforms.

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### **3.1.2 RDT&E SYSTEMS ENGINEERING SERVICES**

The contractor shall perform system engineering services for Code 98. Specific system engineering tasks shall include but not be limited to the following:

- Perform functional analysis and develop functional, performance, and detailed ships design specifications.
- Recommend factors/user interface requirements and specify design considerations related thereto.

Specifically the contractor shall:

- Provide material and services to facilitate modeling and simulation (M&S) and prototype fabrication of new shipboard systems.
- Provide on-site engineering services in response to emergent requirements.
- Participate in design reviews including conceptual, system, hardware/software, and critical design reviews.
- Perform system analysis and integration studies. Support shall include: system engineering analysis of advanced ship and submarine architectures; and components and technology to support integration of technically advanced systems.
- Perform system configuration, prototype fabrication, T&E, installation and maintenance of new shipboard systems.

The contractor shall provide systems engineering services in support of the following Code 98 systems

- Automation & Controls; Machinery Technology; Energy Conversion; Electric Power; Machinery Silencing and Advanced Machinery Systems Integration

### **3.2 TECHNICAL SUPPORT SERVICES**

The contractor shall provide technical services to Code 98. Services range from research to custom development to compliance assistance needed to develop power and machinery silencing systems for existing and future fleet assets and platforms. Specific technical services that shall be provided include but are not limited to:

- Monitor proposed hardware and software changes and provide assessment of the impact to the installation process. Support may include the development of cost and performance data required for the installation of systems or equipment.
- Provide material and equipment procurement support and services to facilitate the development and implementation of alterations, and upgrades to power and machinery silencing systems.
- Recommend modifications of existing hardware and software for integration or improvements.

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- Provide technical support in response to emergent requirements.
- Application analysis of advanced technologies to meet system performance requirements.
- Provide project management, technical, installation, and coordination services to support systems equipment, and technology insertion, for power and machinery silencing systems.

Specific systems and technologies to be supported include but are not limited to the following:

- Survivable Automation Technologies; Advanced Automation and Controls Concepts, Software, and Components; High Power Electric Power Generation, Distribution, and Energy Storage; Integrated Electric Propulsion; Machinery Component and Fluid System Silencing; Naval Nuclear Propulsion Systems Advanced Development Program; Propulsion and Auxiliary Machinery Noise Level Reduction; Acoustic Designs for New Machinery Systems and Components; Advanced Energy Conversion; Superconducting Machinery; Advanced Machinery System Designs; Human Systems Integration Concepts to Reduce Manning & Enhance Survivability.

The contractor shall provide technical support services to Code 98. Specifically the contractor shall assist NSWCCD Code 98 in:

- Providing support to develop advanced damage control systems which will include: concept development; program and budgeting planning for surface ship advanced damage control systems; and machinery systems and architecture development, fabrication, operation and testing; Providing logistical and training support services in support of new machinery systems that Code 98 is developing for introduction into the Fleet as well as identifying technical resources necessary to meet the unique mission of Code 98 and to support emergent requirements; Furnishing support to model and simulate electric power components and distribution on surface and undersea platforms; Providing support to analyze electric power systems concepts and architectures, including modeling and simulation analysis and development of electric power components and systems; Developing component and system models as well as analysis of components and systems as requested. Performance upgrades to the distributed heterogeneous simulation system shall be investigated and Furnishing support to advance the state of the art in alternative power and energy systems including RDT&E activities in parallel with planning and program management efforts.

### **3.2.1 TECHNICAL SUPPORT AND DOCUMENTATION**

The contractor shall develop product descriptions, user manuals, technical descriptions, fact sheets and exhibition samples of M&S systems and products. The contractor shall provide comprehensive technical documentation services to Code 98 to support client requirements. These services may include any or all of the following:

- Developing Code 98 product descriptions, user manuals, technical descriptions, and fact sheets; Creating electronic and technological media; Participating in and/or assisting in administration of Fleet Conferences and Symposia; Producing prototypes and samples of Code 98 M&S products and technologies; the contractor shall also provide information technology (IT) research support services.

Specifically, the contractor shall: Conduct comprehensive technology audits to ensure current and future Information Technology compliance and Conduct independent trade studies, trade-off analyses and provide technical services and systems engineering support.

### **3.3 PROGRAM MANAGEMENT**

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The contractor shall provide program management support services to include the following:

- Developing strategies, reviewing concepts, and preparing execution plans, reports, meeting minutes, and briefing packages; Attend designated meetings as directed by Code 98; Performing cost benefit analysis, risk assessments, market surveys, and budget requirements for Naval Engineering and Technology Programs; Providing financial management support including analysis of program planning and other financial planning documentation with respect to budget submissions, spend plans, work plans, and obligation targets and thresholds; Deploy short term task teams to accomplish short-term program management tasks required by Code 98 and Code 98 sponsors; Developing spreadsheets and briefing forms appropriate for the analysis and presentation of information and providing reports of findings and recommendations; Providing other program management support services as directed by the Task Order Manager (TOM) through the issuance of Technical Instructions.

#### **4. LABOR CATEGORIES**

The following represents the Government's target education and technical experience for Key Personnel labor categories required to support the SOW tasking.

##### **Program Manager (one resume)**

- 10 years of experience supporting and managing engineering and technical services efforts for the Navy.
- A BS/BA degree in an engineering or business management related discipline.

##### **Senior Application Engineer (one resume)**

- 10 years of engineering experience in support of shipboard systems.
- A BS degree in an engineering related discipline.
- Must be familiar with the Advanced Ship and Submarine Evaluation Tool (ASSET) and Leading Edge Advanced Prototyping (LEAP) for Systems integrated design environment.

##### **Senior Mechanical Engineer (one resume)**

- 10 years of engineering experience in support of shipboard systems.
- A BS degree in mechanical engineering.

**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 a statement that the non-key personnel have the education and experience levels specified for each labor category.

##### **Senior Chemical Engineer**

- 10 years of chemical engineering services in support of shipboard systems.

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- A BS degree in chemical engineering.

### **Senior Electrical Engineer**

- 10 years of engineering experience in support of shipboard systems.
- A BS degree in electrical engineering.

### **Mechanical Engineer**

- A BS degree in mechanical engineering.
- 3 years engineering experience.

### **Electrical Engineer**

- A BS degree in electrical engineering.
- 3 years engineering experience.

### **Chemist**

- 3 years of chemical lab experience.
- A BS degree in chemistry.

### **Logistician**

- 5 years of supporting logistics efforts for the Navy.
- High School Diploma.

### **Data Analyst**

- 3 years of experience supporting the analysis and management of Navy technical data.
- High School Diploma.

### **Program Assistant**

- 3 years of experience providing administrative and programmatic support services to program managers and engineers.
- High School Diploma.

## **5. PLACE OF PERFORMANCE**

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To execute the tasks listed in the statement of work, the contractor shall be required to perform the majority of work at NSWCCD-SSES Building 77L. Additional locations include but shall not be limited to:

· NSWCCD, SSES in Philadelphia, PA; Navy bases and homeports worldwide; NAVSEA Headquarters in Washington, DC; Academic institutions performing contracted R&D for the Navy; Other governmental, DoD and Federal Agency locations as designated by the client representative.

**6. MATERIAL**

**6.1 GOVERNMENT FURNISHED MATERIAL**

The government will provide the contractor with information and government proprietary data and equipment, to complete tasks in a timely manner as specified in the resultant technical instructions.

**6.2 CONTRACTOR FURNISHED MATERIAL**

Typical items that may be required to procure the following items during the course of the contract.

- Shipboard machinery related components for engineering prototype development and RDT&E such as: Marine Engine Hardware; Marine Engine Test Equipment; Fuel Cell Hardware; Power Conversion Hardware; Power Supplies; Digital Controls Hardware; Fluid System Hardware; Fluid System Test Equipment; Specialized Test Equipment

**7. PERFORMANCE PERIOD**

The performance period for completion of work under this order is sixty (60) months following award, assuming all options are exercised.

**8. TRAVEL REQUIREMENTS**

Travel to various government and Navy facilities, contractor sites, academic institutions, land based test sites and US Navy ships to gather information and participate in program review meetings will be required. Travel will be coordinated and approved by the Task Order Manager (TOM) in advance of all trips.

Approximately 20 trips a year will be required to various Navy homeports and activities in support of this effort.

From	To	No. of Days	No. of Trips
Philadelphia	Bethesda, MD	2	5

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Philadelphia	Washington, DC	2	5
Philadelphia	Academic Institutions (Various)	2	5
Philadelphia	Navy Homeports (Various)	2	5

**9. STAFFING**

The contractor shall be responsible for employing technically qualified personnel to perform the tasks to be ordered hereunder. The contractor shall maintain the personnel, organization and administration control necessary to ensure that the work delivered meets the task order specification requirements. In the event an individual proposed for performance under the resultant contract is not currently employed by the offeror, the offeror shall include, with the proposal, a letter of intent signed by that individual who states the person's intent to accept employment with that offeror within thirty (30) days of contract award if the contract is awarded to the offeror.

The work history of each employee must contain experience directly related to the task and functions he/she intends to perform under this task. The Government reserves the right, during the term of this task order, to request work histories on any contractor employee for purposes of verifying compliance with this requirement. If the contracting officer questions the qualifications or competence of any person performing under the task order, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the contractor.

**10. SECURITY**

The contractor personnel shall have a secret clearance and meet all applicable security requirements in accordance with the DD-254 attached to this solicitation. All contractor personnel are required to comply with computer security requirements applicable to the Government's computer systems being used or accessed by them during the performance of this contract. When a decision is made known to a contractor employee that the employee will no longer need access to a Government computer system (due to dismissal, reassignment or resignation), it is the responsibility of the contractor to immediately notify the Task Order Manager (TOM) that the individual will not be permitted access to the computer system, and its data files. The contractor shall ensure compliance as per the attached DD254 requirement.

**11. RELEASE OF INFORMATION**

All technical data provided to the contractor by the government and/or by the contractor for the government shall be protected from public disclosure in accordance with the markings contained therein. All other information relating to the items being delivered or services being performed under this delivery order may not be disclosed by any means without prior approval of the authorized representative of the contracting officer. Dissemination or public disclosure includes, but is not limited to: permitting access to such information by foreign nationals or by any other persons or entity, publication or technical or scientific, advertising, or any other proposed public release. The contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access by the Government.

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## **12. TASK ORDER MANAGER**

Amanda Williams  
Naval Surface Warfare Center Carderock Division  
5001 S. Broad Street  
Philadelphia, PA 19112  
Code 98  
215-897-8903  
[Amanda.r.williams@navy.mil](mailto:Amanda.r.williams@navy.mil)

## **13. LEVEL OF EFFORT**

The level of effort for the performance of this contract is based upon an anticipated total estimated level of effort of 125,100 man-hours of direct labor assuming all options are exercised as delineated in Section B.

## **14. DELIVERABLES**

### **14.0. TECHNICAL AND FINANCIAL REPORTS**

14.1 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.

14.2 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.

14.3 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 or any technical instruction under this task order.

14.4 Task order Status Report: The contractor will provide a monthly status report which will cite the status and utilization since the last report, the status regarding hours and dollars remaining on the task, percent of completion of the task and any problems anticipated.

### **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/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

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<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](mailto:paul.breeden@navy.mil)) that on-site employees have read the “Carderock Division Environmental Policy and Commitment” and taken the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWCCD-SSES. The e-mail shall include the employee name, work site, and contract number.

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

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

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

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

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

<https://crbewebappdev.dt.navy.mil/intranet/esh/documents/VPP%20Awareness%20Training%20for%20Contractors.doc>

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

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

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

(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 (NAVSSSESINST 5100.14). The OSH Program Manual is available at: <https://crbewebappdev.dt.navy.mil/intranet/instr/s5100-14g.htm>

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## SECTION D PACKAGING AND MARKING

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

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

the report:

(1) name and business address of the Contractor

(2) contract number

(3) task order number

(4) sponsor: \_\_\_\_\_

(Name of Individual Sponsor)

\_\_\_\_\_

(Name of Requiring Activity)

\_\_\_\_\_

(City and State)

Ship all Reports/Data to the following address:

Amanda Williams, 984

4700 S. Broad Street

Philadelphia, PA 19112

[amanda.r.williams@navy.mil](mailto:amanda.r.williams@navy.mil)

All Deliverables shall be packaged and marked IAW Best Commercial Practice

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and Acceptance shall be performed at Destination by NSWCCD-SSES, Code 9860

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## **SECTION F DELIVERABLES OR PERFORMANCE**

### CLIN - DELIVERIES OR PERFORMANCE

The period of performance is as follows: Date of Award through 60 Months thereafter, assuming all options are exercised.

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## SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager  
Amanda R Williams, Code 9840  
4700 S. Broad Street, Philadelphia, PA 19112  
[amanda.r.williams@navy.mil](mailto:amanda.r.williams@navy.mil)  
215-897-8903

### 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)

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

Issue DODAAC	<u>N65540</u>
Admin DODAAC	<u>S3915A</u>
Pay Office DODAAC	<u>HQ0337</u>
Inspector DODAAC	<u>N/A</u>
Service Acceptor DODAAC	<u>N65540</u>
Service Approver DODAAC	<u>N/A</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u>HAA310</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

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

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

Send Additional Email Notification To:
<a href="mailto:amanda.r.williams@navy.mil">amanda.r.williams@navy.mil</a>
<a href="mailto:timothy.klingsmith@navy.mil">timothy.klingsmith@navy.mil</a>

(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.

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(End of Clause)

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 125,100 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 481 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

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(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) 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)

#### 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.

(End of Clause)

#### 8(a) TASK ORDER/TASK ORDER MODIFICATION DISTRIBUTION

In accordance with the Memorandum of Agreement (MOA) between the Department of Navy and the Small Business Administration (SBA), the successful Offeror shall provide their cognizant SBA district office with a copy of the executed Task Order and all subsequent modifications to the Task Order within five (5) workdays of receipt.

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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 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

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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).
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.

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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 are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
CostReporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends 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.

Organizational Conflict of Interest

The Organizational Conflict of Interest Clause of the Basic Seaport Contract is hereby invoked for the Task Order resulting from this solicitation. \

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

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the Contractor 10 days 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 thirty days before the task order expires. The preliminary written 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.

#### CAR H11 - Contractor Personnel Security Requirements

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 requires an open investigation or favorable adjudicated National Agency Check (NACLIC) 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 terminated.

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## SECTION I CONTRACT CLAUSES

### 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.

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## **SECTION J LIST OF ATTACHMENTS**

Attachment I - DD254 Security Requirements