

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 05	3. EFFECTIVE DATE 28-Sep-2011	4. REQUISITION/PURCHASE REQ. NO. 11HR181	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N65540	7. ADMINISTERED BY (If other than Item 6) CODE		S3915A

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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-EHP4
		10B. DATED (SEE ITEM 13) 12-Jul-2011
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 52.232-22 LIMITATION OF FUNDS

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Annette Bucci, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Annette Bucci (Signature of Contracting Officer)	16C. DATE SIGNED 28-Sep-2011
(Signature of person authorized to sign)			

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

#### For Naval Surface Warfare Center Carderock Division (NSWCCD) Codes 965, 966 & 967

##### 1. BACKGROUND:

The Machinery Research and Engineering Department (Code 90) at the Naval Surface Warfare Center Carderock Division (NSWCCD) 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.

NSWCCD Code 96 is the Sail, Antenna, Networks and Navigation Systems Division. Code 96's mission is to provide integrated systems and solutions for the Surface and Submarine Fleets.

NSWCCD Code 965 acts as the In-Service Engineering Agent (ISEA) and Life Cycle Manager (LCM) for mission critical interior communication data networks installed on surface ships. The branch's mission is to provide responsive and affordable design, integration, installation, testing & lifecycle support for these networks.

NSWCCD Code 966 acts as the ISEA and LCM for Navigation, Ships Control, and Integrated Bridge Controls (IBC) installed on surface ships. The branch's mission is to provide responsive and affordable design, integration & lifecycle support for shipboard electronics navigation and bridge control systems. The group manages the development, design, installation, testing, verification, configuration and training of/for navigation and IBC systems installed on US Navy surface ships and related land based test sites.

NSWCCD Code 967 acts as the ISEA for Carrier Networks, Navigation and Integrated Bridge Controls. The branch's mission is to provide responsive and affordable design, integration, installation, testing & lifecycle support for these Carrier systems.

##### 2. SCOPE OF SERVICES TO BE PERFORMED:

Upon the issuance of Technical Instructions to be issued by the Contracting Officer Representative (COR) identified under this Seaport Task Order, the contractor shall provide the following services / support:

###### 2.1 Engineering Services

The contractor shall provide the following engineering services to support NSWCCD Codes 965, 966 and 967.

###### 2.1.1 Systems Engineering Services

The contractor shall perform functional analysis and develop functional, performance, and detailed network and Integrated Bridge Control (IBC) design specifications for eventual implementation that will include structuring of system functions into a functional specification. The specification shall describe required interfaces, processing, data storage capacity, environmental operating conditions, performance and system interoperability requirements as well as the actual design that could be used for implementing the specified system. The contractor shall prepare data on human factors/user interface requirements and specify design considerations related thereto. The contractor shall provide systems engineering services in support of the following ship classes and their associated network, navigation and IBC systems:

- DDG 51 Class USQ-82 Family of Networks which include the Data Multiplex (DMS), Fiber Optic Data Multiplex System (FODMS), Gigabit Ethernet (GEDMS)

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- DDG 51 Class Integrated Bridge Navigation System (IBNS)
- CG-47 Class Smartship ISC LAN and Integrated Bridge Controls (IBS)
- CVN Distributed Data Controls Network (DDCN), Machinery Controls System Suite (MCSS) and Navigation Critical Distribution System (NCDS)
- CVN Integrated Bridge Controls
- Ship Control System (SCS)
- Ship Control Display System (SCDS)
- Situational Awareness Bridge Display System (SABDS)
- LSD 4L Class Mid-Life AECS LAN and Ship Control
- LHD 1 Class SDMS
- MCM 1 Class ISCS LAN
- DDG 1000 Total Ship Computing Environment (TSCE) and Engineering Control System (ECS)
- LCS 1 and 2 TSCE
- LPD 17 Ship-Wide Area Network (SWAN) and Steering Control System
- Ship to Shore Connector Networks, Navigation and Steering Control
- CG and DDG Surface fleet Scalable Electronic Charting Display Information System – Navy (ECDISN)
- DDG Modernization Integrated Bridge Navigation System (IBNS)
- Software development projects such as:

-Organic Network Management Systems (NMS)

-Equipment/System Simulators

-Network Switch Configuration Auto Loader

-Integrated Navigation Simulator (INARS)

-Consolidated Navigation Display System (CNDS)

-CVN Ship Control Software

-Synchro System Module

## 2.1.2 Hardware Engineering Services

The contractor shall provide hardware engineering services in support of network and navigation systems produced for Fleet missions where systems may be deployed to operational Fleet units. Hardware engineering support under this contract may span from initial concept exploration and requirements definition through development, qualification testing, integration and troubleshooting.

Services include developing modifications to existing hardware designs, when required, and preparing Engineering Change Proposals, Field Service Bulletins and Ship's Change Documents (SCDs).

## 2.1.3 Software Engineering and Software Support Agent Services

The contractor shall develop software to support developmental efforts, which may necessitate development of prototypes, engineering development models, and proof of concept demonstrations. System operating systems will include, but not be limited to, Windows, Unix and Linux.

The contractor shall define a software development approach appropriate for the computer software effort to be performed under this contract. This approach shall be documented in a Software Development Plan (SDP). The contractor shall follow this SDP for all computer software to be developed or maintained under this effort.

The contractor shall provide Software Support Agent (SSA) services to NSWCCD-SSES Codes 965, 966 and 967

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in the design, development and certification of the network and navigation systems and integrated bridge controls in conformance with the established command CMMI Level 3 policies process and procedures. Specific tasking will include, but not be limited to:

- Provide engineering analysis of system requirements and provide system implementation and integration recommendations including embedded systems. These include existing and future system and integration interface architectural analysis leading to the development of system requirements definitions and System Design Documents.
- Prepare recommendations for project specific standard processes and procedures consistent with the command's CMMI requirements, directives, and standards. Develop project status and tracking methods and metrics necessary to support the CMMI Quality Assurance requirements through all phases of the system development and implementation processes.
- Provide support to ensure that all aspects of the command's CMMI processes are implemented including: Organizational Process Focus, Organizational Process Definition, Organizational Training Program, Integrated Software Management, Software Product Engineering, Intergroup Coordination and Peer Reviews.
- Develop Test Plans and Test Procedures to support required system testing and certification throughout the system life cycle. This tasking includes the analysis, evaluation and review of any test plans and procedures prepared and recommended to support system audit, test and IV&V efforts required by the command.

The contractor shall take their own or other Government agencies or contractors' architectures and develop a detailed software design. The design may include the integration of Contractor Off The Shelf (COTS) and Government Off The Shelf (GOTS) software into a workable system and may require consolidation of various applications on a common platform.

The contractor shall have a defined Software Configuration Management Plan for the control of codes and scripts. The contractor shall develop a Quality Assurance Plan for the handling of software during the project development. Programming Languages are to be standard industry languages. The contractor shall integrate COTS software products and custom applications to form standardized configurations for software systems, and shall develop system images and scripted installation procedures.

## 2.2 Technical Services

The contractor shall provide technical services to NSWCCD Codes 965, 966 and 967. Services range from research to custom development to compliance assistance needed to operate and support all ship-based information technology networks, computer systems and their shore-based equivalents at the Land Based Test Site in Philadelphia as well as other test sites throughout the county. Services also include: shipboard system installation, testing, configuration, maintenance and training support.

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 and related Fleet Modernization Program (FMP) documentation.
- Provide project management, technical, installation, and coordination services to support systems equipment, and technology insertion for ship-based network systems, IBCs and navigation systems.
- Provide material and equipment procurement support and services to facilitate the development and implementation of alterations, and upgrades to ship-based networks and IBCs.
- Provide maintenance support for system problems or equipment failures.
- Provide operational support for network user-related questions and problems.
- Provide technical support in response to emergent requirements.

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- Provide network configuration support, including review of configuration settings, configuration modification for best performance, and troubleshooting, detection and resolution of network connectivity problems.
- Provide program support, system definition, verification, validation and post accreditation for the program to enable (DoD Information Technology Security & Configuration Accreditation Process) DITSCAP, Platform IT (PIT) or equivalent Information Assurance Accreditation procedures.
- Conduct independent trade studies, trade-off analyses and provide technical services and systems engineering support.
- Participate in system design reviews including conceptual, system, hardware/software and critical design reviews.
- Recommend modifications of existing hardware and software for integration or improvements.
- Recommend and perform system configuration, prototype fabrication, test and evaluation, installation and maintenance.
- Develop product descriptions, user manuals, technical descriptions and fact sheets for networks, navigation and IBC systems. The contractor will support the preparation of Engineering Change (EC) Proposals, Field Service Bulletins and Ship's Change Documents (SCDs).
- Provide EC and SCD installation and verification services for both shipboard systems and land based test sites.
- Perform application analyses of advanced technologies to meet system performance requirements.
- Assist in the development of concept of operations document(s) for the shipboard architectures installed on various ship classes that include, but are not limited to, CG, MCM, CVN, DDG, LSD, LPD and LCS.
- Assist NSWCCD in the environmental testing and procedures regarding hardware for shipboard installation.

### 2.3 Program Management

The contractor shall provide performance management products and services to help NSWCCD Codes 965, 966 and 967 meet their goals in an effective and efficient manner. The contractor shall execute performance management activities to focus on performance of both organizations and the processes used to build a product or service for their customers. The contractor shall provide program management support to assist in the solution of emergent requirements and issues. The contractor shall provide recommendations to employ new initiatives and best practices to improve areas within networks, navigation and IBC systems. The contractor shall provide business and financial management services to support the planning, organizing, staffing, controlling, and leading of team efforts in managing programs. The contractor shall develop tools to readily track and predict the execution of the budget, prepare status briefings on the execution of work, analyze trends associated with requests received from the Fleet and provide other program management support services as directed under any Technical Instruction. The contractor shall provide support in identifying and coordinating all items of work, and assure that all efforts are directed toward providing the most effective and cost-efficient support services. The contractor shall provide program management for a variety of programs and technology insertion projects. This support shall include the analysis, development, review, maintenance, and tracking of system and equipment support planning, maintenance, training and documentation.

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

- The contractor shall perform cost benefit analysis, risk assessments, market surveys, and budget requirements for naval engineering and technology programs.

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- The contractor shall prepare technical reports to include system and/or equipment readiness and identify degradation trends.
- The contractor shall prepare management reports to include a monthly progress and status report.
- The contractor shall provide 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.
- The contractor shall provide process mapping and business reengineering services.
- The contractor shall develop spreadsheets and briefing forms appropriate for the analysis and presentation of information and providing reports of findings and recommendations.
- The contractor shall deploy short term task teams to accomplish short-term program management and information technology tasks.
- The contractor shall, when required, develop a recommended agenda and establish a system to track action items, identifying problems/issues, and produce meeting information.
- The contractor shall deploy short term task teams to accomplish short-term program management tasks required by NSWCCD Codes 965, 966, 967 and their NAVSEA sponsors.

### **3. PLACE OF PERFORMANCE**

The majority of work will be performed at the NSWCCD facility in Philadelphia, PA NOB San Diego and NOB Norfolk, as identified under a Technical Instruction. Any additional locations will also be identified under a Technical Instruction, and shall include but shall not be limited to:

- Contractor's facilities
- Other Navy homeport locations such as:
  - o Norfolk, VA
  - o San Diego, CA
  - o Mayport, FL
  - o Everett, WA
  - o Bremerton, WA
  - o Pearl Harbor, HI
  - o Sasebo, Japan
  - o Yokosuka, Japan
  - o Manama, Bahrain
- Other DoD and Federal Agency locations as designated by the client representative, and identified under a Technical Instruction.

### **4. PERFORMANCE PERIOD**

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The performance period for completion of work under this order is from date of award through twelve (12) months thereafter with two (2) twelve (12) month options.

## 5. TRAVEL REQUIREMENTS

Travel to various government facilities, commercial sites, land-based test sites and US Navy ships to gather information, establish requirements, provide system installation, checkout and/or technical troubleshooting assistance and attend the meetings and reviews necessary to accomplish the assigned ISEA/LCM tasks will be required. A summary of the anticipated trips per year is listed in the table below. Actual Travel requirements will be identified under a Technical Instruction.

<b>Trip Description</b>	<b># of People</b>	<b>Occurrences Per Year</b>
Meetings and Conferences (Local)	4	4
San Diego - Honolulu	2	4
San Diego - Yokusuka	2	4
Phila - Norfolk	3	10
Phila - San Diego	3	4
Meetings and Conferences (Non-local)	2	3
Phila - Wash DC	4	6
Site Visits	2	10

## 6. OVERTIME

Overtime is not authorized for this order.

## 7. SECURITY

Security clearance level will be required in accordance with the attached DD-254 (attachment 3). 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 Contracting Officer Representative (COR) that the individual will not be permitted access to the computer system, and its data files. A Secret Clearance will be required in order to access specific compartments on surface ships to gain access to network hardware. The contractor shall ensure compliance as per the attached DD254 requirement.

## 8. NAVY INFORMATION ASSURANCE (IA) WORK FORCE REQUIREMENTS

Contractor shall ensure that employees keep all required certifications current to meet Navy Information Assurance (IA) Workforce requirements. The definitions of the categories in the IA Workforce and the acceptable certification for each category can be found at the following website:

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<http://www.dtic.mil/whs/directives/corres/pdf/857001m.pdf>

A table listing the Labor Categories and their associated IA Workforce Categories is as follows:

<b>Task Area</b>	<b>Labor Category</b>	<b>Duties</b>	<b>IAWF Level</b>	<b>Baseline Cert.</b>	<b>OS Cert.</b>
2.1, 2.2	Network System Engineer	Provide technical guidance to lower engineers or software professionals.	IAT-2	GSEC or SEC+ or SCNP or SSCP	LINUX+  Or  MCP-WXP
2.1, 2.2	Senior Tech Specialist	Providing network configuration support	IAT-2	GSEC or SEC+ or SCNP or SSCP	LINUX+  Or  MCP-WXP
2.1, 2.2	Tech Specialist	Provide network Support	IAT-2	GSEC or SEC+ or SCNP or SSCP	LINUX+  Or  MCP-WXP

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This is required as a condition of employment. Each labor category that applies should have this requirement added to the other requirements such as college degrees.

**9. MATERIAL**

General administrative supplies to include copying, printing, transparencies, binders, reproduction, report bindings, and networks, navigation and IBC systems hardware components for engineering prototype development and R&D. Actual Material requirements will be identified under a Technical Instruction.

**10. 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 listing, a letter of intent signed by that individual which states the person’s intent to accept employment with that offeror within thirty (30) days of task order 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 order. 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.

**10.1 Key Personnel**

Key Personnel - The following labor categories are designated Key Personnel for this task order. Resumes will be submitted for each category in the quantities indicated in parenthesis by the key category description.

In addition, the contractor is responsible for employing those personnel proposed under the “Key Personnel” categories identified under this Task Order. Any substitution / addition of personnel under those identified as Key Personnel shall be subject to the Substitution of Key Personnel Clause identified under the Basic Seaport Contract of this Task Order.

The Target Education and Qualifications for the **key labor categories** below are as follows:

**Project Manager (One resume required)**

(Contractor Site)

Target Education/Experience: A Bachelors Degree in engineering or related technology field is required and a minimum of 5 years experience with the functional responsibilities described below.

Functional Responsibility: The project manager must have experience defining project requirements, developing project plans, executing technical workload, monitoring and evaluating project performance, and reported progress to the client. The project manager must have demonstrated knowledge of the principals of project management. The project manager must understand customer requirements and will be responsible for all or parts of individual delivery orders. The project manager must be capable of supervising employees, and communicating clearly in writing and orally.

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**Network Systems Engineer (One resume required)**

(On-Site Philadelphia x1)

Target Education/Experience: A Bachelor's Degree or equivalent in an engineering or technical discipline is required and a minimum of 10 years related experience with the functional responsibilities described below.

Functional Responsibility: The network systems engineer independently performs as a recognized technical expert in the area of network systems integration or project management. The networks systems engineer applies intensive knowledge of hardware and/or software engineering principles. The networks systems engineer assignments will result in studies, evaluations, and recommendations and solutions to highly complex and important engineering or technical problems. He or she may provide technical guidance to lower level engineers or software professionals.

**Senior Technology Specialist (One resume required)**

(On-Site Philadelphia x1)

Target Education/Experience: A Bachelor's Degree or Information Technology Degree is required and a minimum of 10 years related experience with the functional responsibilities described below.

Functional Responsibility: The senior technology specialist must have demonstrated experience providing troubleshooting support to shipboard IBCs and networks. Specifically the individual must have experience in providing operational support for user-related questions and problems; providing maintenance support for system problems or equipment failures; providing network configuration support, including review of configuration settings, configuration modification for best performance, and troubleshooting; and providing network support, including detection and resolution of network connectivity problems.

**Field Engineer (One resume required)**

(On-Site San Diego x1)

Target Education/Experience: Five years experience in an engineering or technology related discipline with the functional responsibilities described below.

Functional Responsibility: The field engineer provides technical expertise to customers, users or Navy personnel at Navy homeports with a high degree of independence. Supports systems designs, software and equipment layout and develops, implements, installs, tests, modifies and/or operates complex equipment and systems. Develops test plans. The field engineer must have demonstrated experience instructing end users in the operation and maintenance of complex systems.

**10.2 Non-Key Personnel**

**Non-Key Personnel** - The following labor categories are designated non-Key Personnel for this task order. The offeror shall provide a listing of non-key personnel who will be assigned to the categories of labor specified below as non-key. Although resumes are not required for Non-Key Personnel, these personnel must meet the qualifications specified in this section to be acceptable and the offeror must certify in writing that all proposed personnel meet the prescribed requirements.

The minimum education and qualifications for the respective non-key labor categories are as follows:

**Program Manager**

(Contractor Site)

Minimum Education/Experience: A Bachelor's Degree in an engineering-related discipline and 10 years experience with the functional responsibilities described below.

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Functional Responsibility: Senior technical professional who possesses supervisory and managerial experience in completing an engineering project development from inception to production. The experience should also include a demonstrated ability to provide guidance and direction for particular tasks. Other duties must have included estimation of manpower needs, scheduling, and assignment of work in order to meet completion dates. The Program Manager shall coordinate and manage the activity of a technical function. Expertise in the management and control of funds and resources is preferable.

### **Technology Specialist**

(On-Site Philadelphia x1)

Minimum Education/Experience: A Bachelor's degree or Information Technology Degree or equivalent with 3 years experience providing troubleshooting support to computer-based system and networks and experience with the functional responsibilities described below.

Functional Responsibility: The technology specialist must have experience with shipboard network systems and associated user systems including Navigation and IBCs. Specifically the individual must have experience in providing operational support for user-related questions and problems; providing maintenance support for system problems or equipment failures; providing server configuration support, including review of configuration settings, configuration modification for best performance, and troubleshooting; and providing network support, including detection and resolution of network connectivity problems

### **Application Developer**

(On-Site Philadelphia )

Minimum Education/Experience: A Bachelors Degree in a computer/math/information technology or engineering related discipline is required and 5 years experience with the functional responsibilities described below.

Functional Responsibility: The application developer must have demonstrated experience developing and modifying customized software applications for networking and navigation systems. The application developer also must have demonstrated experience installing, configuring, administering and maintaining the software and hardware resources necessary for the development and implementation of customized software applications. Additional duties of the application developer include system planning and management of the introduction of hardware and software modifications to the existing system.

### **Junior Application Developer**

(On-Site Philadelphia )

Minimum Education/Experience: A Bachelors Degree in an engineering or technology related discipline and experience with the functional responsibilities described below.

Functional Responsibility: The junior application developer must be capable of supporting system level design, development, verification and implementation of customized software applications. The developer will support system level engineering and analysis in operational environments. Additional duties include the support of software architecture and modeling in the support of design, development and system implementation. The developer must have demonstrated experience with the quality analysis and control of installation plans and procedures for upgrading computer systems.

### **Junior Engineer**

(On-Site Philadelphia )

Minimum Education/Experience: A Bachelors Degree in an engineering or technology related discipline with 2 years experience with the functional responsibilities described below.

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The field engineer provides technical expertise to customers, users or company personnel either at domestic or international field sites with a high degree of independence. Supports systems designs, software and equipment layout and develops, implements, installs, tests, modifies and/or operates complex equipment and systems. Develops test plans and preventative maintenance programs. The field engineer must have demonstrated experience instructing end users in the operation and maintenance of the complex systems.

### **Data Analyst**

(Contractor Site)

Minimum Education/Experience: A high school diploma and a minimum of 3 years experience in implementing technology applications and with the functional responsibilities described below are required.

Functional Responsibility: The data analyst assists in defining the requirements for developing and maintaining data management applications. The data analyst plays a role in developing and analyzing documentation, applications and reports. The data analyst must be capable of utilizing all Microsoft™ Office suite products.

### **Senior Word Processor**

(Contractor Site)

Minimum Education/Experience: A high school diploma and a minimum of 3 years experience with the functional responsibilities described below.

Functional Responsibility: The senior word processor shall have experience in clerical, administrative assistant, secretarial, or office work experience is required. Familiarity with Microsoft™ Office is required.

### **Administrative Assistant**

(On-Site Philadelphia x1)

Minimum Education/Experience: An Associate's Degree or equivalent and a minimum of 3 years experience with the functional responsibilities described below is required or a Bachelor's Degree in Finance/Accounting and a minimum of 1 year experience with the functional responsibilities described below.

Functional Responsibility: The administrative assistant conducts administrative and record keeping aspects of the operation of technical projects/programs. He or she applies knowledge of office management, methods, and procedures in producing and maintaining documentation, correspondence, records, or directives. The administrative assistant must exercise judgment in accomplishing tasking, and works independently. He or she shall have advanced skills in Microsoft Office applications including Microsoft Project for program planning and resource scheduling, experience with SLDCADA Timekeeping Information System, and experience with Enterprise Resource Planning (ERP) support and execution.

## **239.7102-3 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION**

(a) For acquisitions that include information assurance functional services for DoD information systems, or that require any appropriately cleared contractor personnel to access a DoD information system to perform contract duties, the requiring activity is responsible for providing to the contracting officer-

(1) A list of information assurance functional responsibilities for DoD information systems by category (e.g., technical or management) and level (e.g., computing environment, network environment, or enclave); and

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(2) The information assurance training, certification, certification maintenance, and continuing education or sustainment training required for the information assurance functional responsibilities.

(b) After contract award, the requiring activity is responsible for ensuring that the certifications and certification status of all contractor personnel performing information assurance functions as described in DoD 8570.01-M, Information Assurance Workforce Improvement Program, are in compliance with the manual and are identified, documented, and tracked.

(c) The responsibilities specified in paragraphs (a) and (b) of this section apply to all DoD information assurance duties supported by a contractor, whether performed full-time or part-time as additional or embedded duties, and when using a DoD contract, or a contract or agreement administered by another agency (e.g., under an interagency agreement).

(d) See PGI 239.7102-3 for guidance on documenting and tracking certification status of contractor personnel, and for additional information regarding the requirements of DoD 8570.01-M.

**252.239-7000 Protection Against Compromising Emanations.**

As prescribed in 239.7103(a), the following clause is incorporated:

PROTECTION AGAINST COMPROMISING EMANATIONS (JUN 2004)

(a) The Contractor shall provide or use only information technology, as specified by the Government, that has been accredited to meet the appropriate information assurance requirements of—

(1) The National Security Agency National TEMPEST Standards (NACSEM No. 5100 or NACSEM No. 5100A, Compromising Emanations Laboratory Test Standard, Electromagnetics (U)); or

(2) Other standards specified by this contract, including the date through which the required accreditation is current or valid for the contract.

(b) Upon request of the Contracting Officer, the Contractor shall provide documentation supporting the accreditation.

(c) The Government may, as part of its inspection and acceptance, conduct additional tests to ensure that information technology delivered under this contract satisfies the information assurance standards specified. The Government may conduct additional tests—

(1) At the installation site or contractor's facility; and

(2) Notwithstanding the existence of valid accreditations of information technology prior to the award of this contract.

(d) Unless otherwise provided in this contract under the Warranty of Supplies or Warranty of Systems and

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Equipment clause, the Contractor shall correct or replace accepted information technology found to be deficient within 1 year after proper installations.

- (1) The correction or replacement shall be at no cost to the Government.
- (2) Should a modification to the delivered information technology be made by the Contractor, the 1-year period applies to the modification upon its proper installation.
- (3) This paragraph (d) applies regardless of f.o.b. point or the point of acceptance of the deficient information technology.

(End of clause)

#### **252.239-7001 Information Assurance Contractor Training and Certification.**

As prescribed in 239.7103(b), use the following clause:

#### 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
- (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)

PGI

(Added January 10, 2008)

PGI 239.71-SECURITY AND PRIVACY FOR COMPUTER SYSTEMS

PGI 239.7102 Policy and responsibilities.

PGI 239.7102-3 Information assurance contractor training and certification.

- (1) The designated contracting officer's representative will document the current information assurance certification status of contractor personnel by category and level, in the Defense Eligibility Enrollment Reporting System, as required by DoD Manual 8570.01-M, Information Assurance Workforce Improvement Program.
- (2) DoD 8570.01-M, paragraphs C3.2.4.8.1 and C4.2.3.7.1, requires modification of existing contracts to specify

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contractor training and certification requirements, in accordance with the phased implementation plan in Chapter 9 of DoD 8570.01-M. As with all modifications, any change to contract requirements shall be with appropriate consideration.

#### **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 on 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.

#### **12. Contracting Officer's Representative (COR)**

Ms. Ann Hengy, NSWCCD Code 962  
Naval Surface Warfare Center Carderock Division  
5001 South Broad Street, Building 4  
Philadelphia, PA 19112  
Phone #: 215-897-8734  
E-Mail: [ann.hengy@navy.mil](mailto:ann.hengy@navy.mil)

#### **13. DELIVERABLES**

The contractor shall provide the following Technical Data deliverables:

A monthly report detailing the progress to date and identify plans for the next reporting period of support. It will include an up-to-date total hours expended and costs incurred report.

- Trip reports as supported.
- Progress and Financial Reports: A monthly progress and financial report will be submitted to the TOM with a copy to the Contracting Officer. The report shall also include the number of man-hours charged to the task order.

In addition, the contractor shall also provide any networks, navigation and IBC systems hardware components for engineering prototype development and R&D, as identified under a particular Technical Instruction.

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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:

Attn: Ann Hengy  
 Naval Surface Warfare Center Carderock Division Philadelphia  
 5001 South Broad St., Bldg. 4 Code 9620  
 Philadelphia, PA 19112-1403  
 215-897-8734  
[ann.hengy@navy.mil](mailto:ann.hengy@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 will be performed at Destination by NSWCCD-SSES Personnel.

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## **SECTION F DELIVERABLES OR PERFORMANCE**

### CLIN - DELIVERIES OR PERFORMANCE

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

CLINs 4000 and 6000-Base Period: Date of award to 365 days after task order award

CLINs 4100 and 6100-Option Period I: 365 days after award of Base Period

CLINs 4200 and 6200-Option Period II: 365 days after exercise of Option I

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## SECTION G CONTRACT ADMINISTRATION DATA

### Payment Instructions

252.204-0007 Contract-wide: Sequential ACRN Order. (Sep 2009)

The payment office shall make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

### Task Order Manager

Ann Hengy  
 Naval Surface Warfare Center Carderock Division Philadelphia  
 5001 South Broad Street, Bldg 4 Code 9620  
 Philadelphia, PA 19112-1403  
 215-897-8734  
 ann.hengy@navy.mil

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

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (*contracting officer check all that apply*)

Invoice (FFP Supply & Service)

Invoice and Receiving Report Combo (FFP Supply)

Invoice as 2-in-1 (FFP Service Only)

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

Receiving Report (FFP, DD250 Only)

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

Issue DODAAC	<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>N65540</u>
Ship To DODAAC	<u>N65540</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.

<b>Send Additional Email Notification To:</b>
ann.hengy@navy.mil

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

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

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

H-5 Task Order Process.

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

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

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

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

Ombudsman Description.

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

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

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

(a) Introduction: The contractor's performance on this task order will be evaluated by the Government, in accordance with this task order clause. The first evaluation will cover the period ending twelve months after the date of task order award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under the task order. Based on the evaluation results, the PCO will

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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 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

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performance rating and whether to reduce the fee if performance is rated as unsatisfactory.

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

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

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

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

(j) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by the base contract, such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE).

TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

Criterion	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).
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.
	Contractor frequently		

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Timeliness	misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive government effort to resolve.	Problems are resolved quickly with minimal government involvement.	Problems are non-existent or the contractor takes corrective action without government involvement.
Responsiveness	Contractor's management is unresponsive to government requests and concerns.	Contractor's management is responsive to government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates Government concerns.
Communications	Contractor often fails to communicate with government in an effective and timely manner.	Contractor routinely communicates with government in an effective and timely manner.	Contractor takes a proactive approach such that communications are almost always clear, effective, and timely.

TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Cost Management	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
Cost Reporting	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.

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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 be 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 three 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)

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**252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements**

**(DEVIATION)**

Use the following clause in all contracts in excess of \$1 million utilizing funds appropriated by the Fiscal Year 2010 Defense Appropriations Act (Pub. L. 111-118), except in contracts for the acquisition of commercial items and commercially available off-the-shelf items.

**ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES  
RESTRICTING THE USE OF MANDATORY ARBITRATION  
AGREEMENTS (DEVIATION) (FEB 2010)**

(a) *Definitions.*

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The Contractor-

(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising *out* of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

(end of clause)

**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

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Environmental Policy and Commitment” within 30 days of commencing performance at NSWCCD-SSES. This document is available at

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

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

[https://crbewebappdev.dt.navy.mil/intranet/esh/documents/ContractorEMS\\_Awareness\\_Training.doc](https://crbewebappdev.dt.navy.mil/intranet/esh/documents/ContractorEMS_Awareness_Training.doc)

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

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

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

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

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

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

[https://crbewebappdev.dt.navy.mil/intranet/esh/documents/VPP\\_Awareness\\_Training\\_for\\_Contractors.doc](https://crbewebappdev.dt.navy.mil/intranet/esh/documents/VPP_Awareness_Training_for_Contractors.doc)

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

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

(f) The contractor shall post their OSHA 300 Logs in a conspicuous place where employee notices are customarily

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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 J LIST OF ATTACHMENTS**

CAR-H10 PERFORMANCE REQUIREMENTS SUMMARY (MAR 2006) (NSWCCD)

DD254 Security Classification Form

Performance Base Criteria