

**ORDER FOR SUPPLIES OR SERVICES (FINAL)**

1. CONTRACT NO. N00178-04-D-4089				2. DELIVERY ORDER NO. EHQ1		3. EFFECTIVE DATE 2011 Feb 23		4. PURCH REQUEST NO. 10-PJP-113		5. PRIORITY Unrated		
6. ISSUED BY NSWC, CARDEROCK DIVISION, PHILADELPHIA NAVSSSES Philadelphia PA 19112-1403			CODE N65540	7. ADMINISTERED BY DCMA SURFACE COMMUNICATION AND SUPPORT SYSTEMS PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427				CODE S3915A	8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>			
9. CONTRACTOR NDI Engineering Company 100 Grove Rd. Thorofare NJ 08086-0518			CODE 4X596	FACILITY 131085896		10. DELIVER TO FOB POINT BY (Date) See Schedule			11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED			
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G									
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266				CODE HQ0337	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.									
PURCHASE	Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NDI Engineering Company			John Fox proposal manager									
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/>	If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule												
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT			
	See Schedule											
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA  BY: /s/John P Stefano  02/23/2011 CONTRACTING/ORDERING OFFICER				25. TOTAL \$27,400,945.15		26. DIFFERENCES		
27a. QUANTITY IN COLUMN 20 HAS BEEN												
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:										
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS			
f. TELEPHONE					g. E-MAIL ADDRESS		PARTIAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					FINAL	31. PAYMENT COMPLETE		34. CHECK NUMBER				
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL	35. BILL OF LADING NO.						
37. RECEIVED AT	38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.			

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## GENERAL INFORMATION

1. The purpose of this modification is to provide incremental funding in the amount of \$550,000.00. As a result, the total amount of funding obligated and available for payment under this order is \$550,000.00. It estimated the funding under this order will cover the cost of performance through 20 March 2011. In accordance with Contract Clause 52.232-22, the Government is not obligated to reimburse the contractor for any costs incurred in excess of \$550,000.00 unless additional funds are made available and obligated under this order in a subsequent modification. A conformed copy of this Task Order is attached to this modification for information purposes only.

2. The total amount of funds obligated to the task is hereby increased by \$550,000.00 from \$0 to \$550,000.00. The remaining unfunded balance is \$26,850,945.15.

3. Sections B and G are revised to add the following:

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400001	TBD	0.00	300,000.00	300,000.00
400002	TBD	0.00	150,000.00	150,000.00
400003	TBD	0.00	100,000.00	100,000.00

4. The total value of the order is hereby increased by \$0.00 from \$27,400,945.15 to \$27,400,945.15.

5. Section G clause entitled SEA 5252.232-9104 Allotment of Funds (May 1993) has been revised to read as follows:

ITEM	ALLOTTED TO COST	ALLOTTED TO FEE	PERIOD OF PERFORMANCE
4000	\$509,259.26	\$40,740.74	POP end date 23 February 2011

6. Accounting and Appropriation Data is hereby added in Section G as follows:

400001 10339042 300000.00  
 LLA :  
 AA 97X4930 NH1C 000 77777 0 000167 2F 000000 111913100103

400002 10359747 150000.00  
 LLA :  
 AB 1711810 81DM 310 VU021 0 050120 2D 000000 A10000630853

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Standard Number: N0002411RX00805/AB

400003 10390578 100000.00

LLA :

AC 97X4930 NH1C 000 77777 0 000167 2F 000000 111911276435

BASE Funding 550000.00

Cumulative Funding 550000.00

7. The end of Task Order performance remains unchanged at 23 February 2011.

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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	-----	-----	-----	-----	-----
4000	Engineering & Technical Services for HM&E Land Based Test Site Design. (TBD)	1.0 Lot	\$3,949,001.82	\$315,920.14	\$4,264,921.96
400001	Incremental Funding, TI-001, \$300,000.00 (TBD)				
400002	Incremental Funding, TI-002, \$150,000.00 (TBD)				
400003	Incremental Funding, TI-003, \$100,000.00 (TBD)				
4100	Same as CLIN 4000. Engineering & Technical Services for HM&E land Based Test Site Design. (TBD) Option	1.0 Lot	\$4,000,172.66	\$320,013.81	\$4,320,186.47
4200	Same as CLIN 4000. Engineering & Technical Services for HM&E Land Based Test Site Design. (TBD) Option	1.0 Lot	\$4,050,503.05	\$324,040.24	\$4,374,543.29
4300	Same as CLIN 4000. Engineering & Technical Services for HM&E Land Based Test Site Design. (TBD) Option	1.0 Lot	\$4,101,937.31	\$328,154.98	\$4,430,092.29
4400	Same as CLIN 4000. Engineering & Technical Services for HM&E land Based Test	1.0 Lot	\$4,152,964.02	\$332,237.12	\$4,485,201.14

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Site Design.  
(TBD)  
Option

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
-----			
6000	Support Costs for CLIN 4000 inclusive of Travel and Material in the total estimated amount of \$1,000,000 plus applicable actual burden costs. (TBD)	1.0 Lot	\$1,105,200.00
6100	Support Costs for CLIN 4000 inclusive of Travel and Material in the total estimated amount of \$1,000,000 plus applicable actual burden costs. (TBD) Option	1.0 Lot	\$1,105,200.00
6200	Support Costs for CLIN 4000 inclusive of Travel and Material in the total estimated amount of \$1,000,000 plus applicable actual burden costs.. (TBD) Option	1.0 Lot	\$1,105,200.00
6300	Support Costs for CLIN 4000 inclusive of Travel and Material in the total estimated amount of \$1,000,000 plus applicable actual burden costs.. (TBD) Option	1.0 Lot	\$1,105,200.00
6400	Support Costs for CLIN 4000 inclusive of Travel and	1.0 Lot	\$1,105,200.00

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Material in the  
total estimated  
amount of  
\$1,000,000 plus  
applicable actual  
burden costs.  
(TBD)  
Option

LEVEL OF EFFORT:

The level of effort for the performance of this contract is based upon an anticipated total estimated level of effort of 390,000 man hours of direct labor. The estimated composition of the 390,000 man hours of direct labor can be found in the chart below.

DIRECT LABOR TOTAL

CATEGORIES: Year 1 Year 2 Year 3 Year 4 Year 5 HOURS

*Program Manager	4,000	4,000	4,000	4,000	4,000	20,000
*Sr. Mechanical Engineer	12,000	12,000	12,000	12,000	12,000	60,000
*Sr. Electrical Engineer	12,000	12,000	12,000	12,000	12,000	60,000
*Engineer	12,000	12,000	12,000	12,000	12,000	60,000
*Sr. EMC Engineer	2,000	2,000	2,000	2,000	2,000	10,000
*Structural Engineer	4,000	4,000	4,000	4,000	4,000	20,000
Jr. Engineer	10,000	10,000	10,000	10,000	10,000	50,000
*Designer	14,000	14,000	14,000	14,000	14,000	70,000
*Sr. Engineering Tech.	4,000	4,000	4,000	4,000	4,000	20,000
Program Analyst	2,000	2,000	2,000	2,000	2,000	10,000
Word Processor	2,000	2,000	2,000	2,000	2,000	10,000
TOTAL ESTIMATED HOURS:	78,000	78,000	78,000	78,000	78,000	390,000

\*Denotes Key Personnel Labor Category

PAYMENT OF FEE

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

(b) In the event of discontinuance of the work under this task order in accordance with the clause of the base IDIQ contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.323-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the contractor under this task order, the contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the contractor under this task order, the Government shall be required to pay

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the contractor any amount in excess of the funds obligated under this task order at the time of the discontinuance of work.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

#### ENGINEERING AND TECHNICAL SERVICES FOR HULL, MECHANICAL AND ELECTRICAL (HM&E) LAND BASED TEST SITE DESIGN

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

#### A. Test Site Design

Design Test and Evaluation installations of systems and equipments under the cognizance of NSWCCD-SSES. In general, this includes all existing and proposed HM&E ship and submarine systems and equipment as well as existing and proposed submarine antenna and periscope systems and equipment. The designs may range from small test stands to full scale Land Based Engineering Sites (LBES), replicating actual shipboard power, propulsion systems and ancillary equipment, to be installed at NSWCCD-SSES. The designs required may be conceptual, preliminary or detailed as described herein; the level of design will depend upon the project scope and complexity and as agreed upon with the Test Site Program Manager. They may be applicable to either new or existing test installations. They will comply with OSHA, NFP, EPA and NEC regulations, as well as all state and local building requirements and applicable DOD and DOE requirements. The Contractor will be required to support NSWCCD-SSES test sites and the various issues of concern such as floor loading, support systems capacities and available power. Additionally, the contractor will be required to understand and support Mission Readiness Panel (MRP) assessments.

#### Conceptual Design

(a) Perform as required on-site investigations of NSWCCD-SSES facilities and support utilities to determine adequacy of existing resources relative to the proposed T&E program/project.

(b) Develop as required engineering sketches and/or layout drawings of proposed equipment and systems.

#### 2. Preliminary Design

(a) Conduct as required surveys of the proposed test site to identify required modifications to existing facilities and utilities. Spatial and structural implications relative to site access, transport, installation and operation of equipment shall also be considered.

(b) Prepare as required a drawing schedule for the preliminary design.

(c) Develop as required initial machinery arrangement concepts and drawings, utilities interface requirements, and preliminary drawings of mechanical, electrical, fluid, and structural/foundation systems. Computer based models in AutoCAD of the test site shall be created, as required, to

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evaluate piping, structural and rigging concepts and interface requirements.

(d) Prepare as required a list of material and identify long lead material, cost and source data for materials, and assist NSWCCD-SSES in acquiring materials through procurement.

(e) Prepare as required detailed specifications, suitable for competitive procurement, of all mechanical, electrical, fluid and structural components and equipment. Ensure that all specifications meet applicable military, commercial and industrial standards.

(f) Develop as required a preliminary T & E Equipment Design schedule (PERT diagram) for the test site utilizing the latest software available and compatible with NSWCCD-SSES such as Microsoft Project.

(g) Develop as required rigging concepts for installation and removal of major equipment and structures.

(h) Conduct Electro Magnetic Interference (EMI) and acoustic noise surveys as required.

### 3. Detailed Design

(a) Develop as required a complete drawing package which provides sufficient details and associated information to permit fabrication, installation and operation of the systems and equipment. The drawing package will include but not be limited to, system diagrams, machinery/equipment arrangements, piping arrangements and details, structural and foundation drawings, mechanical and electrical diagrams and details of utilities connections. All drawings must be generated in AutoCAD Version 200i or later.

(b) Prepare as required a drawing schedule which will control and direct an orderly development of detailed design to support material ordering and the schedule.

(c) Update as required the preliminary list of material and equipment, identifying test site components, cost and source information. Prepare new specifications for competitive procurement if not developed during preliminary design.

(d) Prepare as required technical reports, on test site fluid, mechanical, electrical and structural systems. These reports shall provide descriptions, diagrams, assumptions, design rationale, analyses and supporting calculations.

(e) Develop as required functional checkout, test, operating and maintenance procedures for systems and equipment.

(f) Ensure reliability of the design by providing qualified personnel, as required, to support the fabrication, installation and operation of the test sites. Support for fabrication, installation and operation of test sites may be required on-site at NSWCCD-SSES. Additional on-site support may be required for preventative and corrective maintenance, and test & evaluation support.

(h) Conduct as required Finite Element Analysis (FEA).

(i) Modify as required existing designs to accommodate the

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inclusion of new or modified equipment.

(j) Provide as required Mission Readiness Panel (MRP) support such as EOSS diagrams, egress routes and other documentation that may be needed.

B. Graphics

1. Prepare graphic materials as required in support of NSWCCD-SSES test site and ship systems design.

2. Develop as required orientation/presentation materials in support of NSWCCD-SSES test site and ship system designs.

C. Deliverables

1. Drawings, as required

Calculations, as required

Specifications, as required

Procedures, as required

MRP Documentation, as required

Graphics, as required

Reports, as required

Schedules, as required

Finite Element Analysis

D. Schedule

The period of performance of this task is for one year from date of award with four (4) one (1) year options.

Target Personnel Requirements:

Labor Categories/Minimum Number of Resumes

Program Manager/1

BS Degree in Engineering and 10 Years experience in the design and operation of Naval Ship HM&E Systems. Experience should be around the design of HM&E system test sites or HM&E ship systems and be specifically related to the SOW. Program Manager should have recent experience managing related projects.

Personnel without a Degree should have 15 Years of the same experience.

Senior Electrical Engineer/6

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BS Degree in Electrical Engineering and 15 Years experience in the design of Naval Ship HM&E Systems. Experience should be in the design of HM&E system test sites or HM&E ship systems and be specifically related to the SOW. Engineers should have recent experience participating in related projects.

Senior Mechanical Engineer/6

BS Degree in Mechanical Engineering and 15 Years experience in the design of Naval Ship HM&E Systems. Experience should be in the design of HM&E system test sites or H:M&E ship systems and be specifically related to the SOW. Engineers should have recent experience participating in related projects.

Engineer/3

BS Degree in Engineering and 6 Years experience in the design of Naval Ship HM&E Systems. Experience should be in the design of HM&E system test sites or HM&E ship systems and be specifically related to the SOW. Engineers should have recent experience participating in related projects.

Senior EMC Engineer/1

BS Degree in Electrical or Electronic Engineering or Physics and 12 Years experience in Navy HM&E systems, equipment and testing regarding EMI issues/problems with a thorough understanding of MIL Standards 461 and 462. EMC Engineer should have experience characterizing the ambient conditions of potential land based test sites. EMC Engineer certification by the National Association of Radio and Telecommunications Engineers (NARTE) is required.

Senior Structural Engineer/1

BS Degree in Civil Engineering or Naval Architecture and 12 Years experience designing steel structures in accordance with American Institute of Steel Construction (AISC), manual of steel construction (allowable stress design).

Experience with ASCE 7-02, minimum design codes for buildings and other structures. Experience with designing concrete foundations and foundation piles (Auger cast and others).

Designer/4

High School, Trade School or Navy HM&E Service School Graduate and 10 Years experience in the design of Navy HM&E systems.

Senior Engineering Technician/1

High School, Trade School or Navy HM&E Service School Graduate and 10 Years experience with Navy HM&E systems and equipment. Senior Engineering Technician should have experience researching and recommending material for HM&E test sites.

#### Non-Key Personnel

Program Analyst (Non Key)

Associate Degree in Computer Science, Business, Accounting, or related field.

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Word Processor Operator (Non Key)

Experience in the operation of MS Word word processing software and also have experience in typing analytical engineering studies, test procedures and other engineering documentation.

Junior Engineer (Non Key)

BS Degree in Engineering.

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## **SECTION D PACKAGING AND MARKING**

### SECTION D - PACKAGING AND MARKING

Packaging and Marking shall be in accordance with the basic contract.

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: Naval Surface Warfare Center

ATTN: Mr. Matthew Stauffer  
Code 911  
901 Admiral Peary Way  
Philadelphia, PA 19112-1403

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## **SECTION E INSPECTION AND ACCEPTANCE**

E-303 INSPECTION AND ACCEPTANCE - DESTINATION (JAN 2002)

Inspection and Acceptance of the services to be furnished hereunder shall be made at destination by the Task Order manager or his duly authorized representative.

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## **SECTION F DELIVERABLES OR PERFORMANCE**

CLIN - DELIVERIES OR PERFORMANCE

ANTICIPATED PERFORMANCE PERIODS

Period of Performance for the base year (CLINs) is twelve (12) months. (23 FEB 2011 to 22 FEB 2012)

Period of Performance for Option Year 1 (CLINs) is twelve (12) months. (23 FEB 2012 to 22 FEB 2013)

Period of Performance for Option Year 2 (CLINs) is twelve (12) months. (23 FEB 2013 to 22 FEB 2014)

Period of Performance for option Year 3 (CLINs) is twelve (12) months. (23 FEB 2014 to 22 FEB 2015)

Period of Performance for option Year 4 (CLINs) is twelve (12) months. (23 FEB 2015 to 22 FEB 2016)

NOTE:

In lieu of exercising the next option, the Government reserves the right to extend the Period of Performance for the current period when Task Order ceiling under the current CLIN is remaining.

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## SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager  
Dorothy A Conroy, 91500  
5001 South Broad St.  
Philadelphia, PA 19112-1403  
dorothy.conroy@navy.mil  
215-897-8692

### 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></u>
Inspector DODAAC	<u></u>
Service Acceptor DODAAC	<u>N65540</u>
Service Approver DODAAC	<u>N65540</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u></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:dorothy.conroy@navy.mil">dorothy.conroy@navy.mil</a>

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

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

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

(End of Clause)

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

(To be provided at the task order level)

(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.

FUNDING PROFILE

It is estimated that these incremental funds will provide for [if LOE, enter the number of hours; if completion or supply enter items and quantities]. The following details funding to date:

CLIN	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE
4000	\$509,259.26	\$40,740.74	End Date 22 February 2012
6000			

(End of Clause)

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

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(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 390,000 (inclusive of options) 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 1500 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

$$\text{Fee Reduction} = \text{Fee} \times ((\text{Required LOE} \text{ minus Expended LOE}) \text{ divided by Required LOE})$$

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the

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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)

```
Accounting Data
SLINID  PR Number          Amount
-----
400001  10339042              300000.00
LLA :
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 111913100103

400002  10359747              150000.00
LLA :
AB 1711810 81DM 310 VU021 0 050120 2D 000000 A10000630853
Standard Number: N0002411RX00805/AB

400003  10390578              100000.00
LLA :
AC 97X4930 NH1C 000 77777 0 000167 2F 000000 111911276435
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BASE Funding 550000.00
Cumulative Funding 550000.00
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## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

Table 1: Overall Performance Ratings

For The Evaluation Period

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

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

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

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

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

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

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

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

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

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

(j) This performance evaluation does not replace any other requirement for evaluating contractor performance that 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	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table(see SOW or elsewhere in the Task	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task

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Staffing	Order).  Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Order).  Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Order).  Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per individual task order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive 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
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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.

See Attachment CAR-H10 PERFORMANCE REQUIREMENTS SUMMARY TABLE - ATTACHMENT 1

## 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 (NACLC) by the Industrial Security Clearance Office (DISCO). Investigations should be completed using the SF- 85 Form and the SF-87 finger print card. An interim clearance can be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS). An open investigation or favorable adjudication is required prior to issuance of a Computer Access Card (CAC) card or a badge providing access to NSWCCD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will be terminated.

## H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small

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business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

Clause HQ C-2-0037 "Organizational Conflict of Interest" (NAVSEA) (JUL 2000) is hereby invoked in accordance with the Basic Contract.

#### Option to Extend Services

The Government may require continued performance of any services within the limits and at the rates specified in the Task Order. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 60 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days prior to Task Order end date.

(End of Clause)

#### Option to Extend the Term of the Task Order

(a) The Government may extend the term of this task order under option CLINs/SUBCLINs by written notice to the Contractor on or before the expiration date of the current performance period; 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 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 five years.

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## SECTION I CONTRACT CLAUSES

### **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)

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(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

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

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

(1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the statement of work.

(2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions of work description.

(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.

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(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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## **SECTION J LIST OF ATTACHMENTS**

Cost Summary Format

Attachment 1 - Performance Requirements Summary Table