

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-04-D-4089				2. DELIVERY ORDER NO. FD02		3. EFFECTIVE DATE 2009 Sep 30		4. PURCH REQUEST NO. N/A		5. PRIORITY DO-C9	
6. ISSUED BY NSWC, CARDEROCK DIVISION, MARYLAND 9500 MacArthur Blvd West Bethesda MD 20817			CODE N00167	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 (See Schedule if other)		
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		X SMALL	
						12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		SMALL DISADVANTAGED		WOMEN-OWNED	
						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	X	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			Frank Walton CEO								
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES					20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT	
	See Schedule										
*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/Kathleen C Bonturi					25. TOTAL \$1,843,145.00		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED: _____									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.	29. D.O. VOUCHER NO.		30. INITIALS		
						PARTIAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
f. TELEPHONE			g. E-MAIL ADDRESS			FINAL			34. CHECK NUMBER		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT COMPLETE			35. BILL OF LADING NO.		
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				PARTIAL					
						FULL					
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. FD02	PAGE 1 of 25	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Engineering & Technical Services (TBD)		1.0 Lot	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Not-to-Exceed Other Direct Costs (Materials, travel, miscellaneous including applicable indirect costs) Non-Fee Bearing. (TBD)		1.0 Lot	\$0.00

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Engineering & Technical Services (TBD)		1.0 Lot	\$1,306,324.00	\$101,821.00	\$1,408,145.00
400001	Funding in the amount of \$28,000 TI #02 (O&MN,N)					
400002	Funding in the amount of \$20,000 TI #03 (O&MN,N)					
400003	Funding in the amount of \$32,850 TI #01 (O&MN,N)					

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Not-to-Exceed Other Direct Costs (Materials, travel, miscellaneous including		1.0 Lot	\$435,000.00

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. FD02	PAGE 2 of 25	FINAL
----------------------------------	----------------------------	-----------------	-------

applicable
indirect costs)
Non-Fee Bearing.
(TBD)

600001 Funding in the
amount of \$2,000
TI #02 (O&MN,N)

600002 Funding in the
amount of \$37,000
TI #01 (O&MN,N)

It is noted that the solicitation was issued using CLINs 1000 and 3000. Prior to the issue date for this task order, the period of performance for these CLINs ended under the base contract. Therefore, new CLINs 4000 and 6000 are identified above and were used to specify the negotiated amounts for this task order.

The fee percentage applied to CLIN 4000 is 7.79%.

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. FD02	PAGE 3 of 25	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

BACKGROUND

The Shipboard Pollution Abatement System (SPAS) program requires the application of many phases of engineering and technical support for the following typical systems on Navy ships and other Department of Defense ships or facilities:

- a) Incinerators
- b) Garbage grinders
- c) Marine sanitation devices (MSD)
- d) Collection, holding and transfer (CHT) systems
- e) Vacuum CHT (VCHT) systems
- f) Oil water separators
- g) Oily waste gravity drain systems
- h) Oil content monitors
- i) Bilge stripping pumps, oily waste transfer pumps, and transfer systems
- j) Ship/shore SPAS interface
- k) Trash compactors
- l) Hazardous waste handling systems
- m) Plastic waste handling systems
- n) Medical waste handling systems
- o) Classified document destructors
- p) Air pollution control
- q) Wastewater membrane filtration systems
- r) Other SPAS and Habitability Equipment
- s) Uniform National Discharge Standards (UNDS) sampling/testing

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. FD02	PAGE 4 of 25	FINAL
----------------------------------	----------------------------	-----------------	-------

- t) Solid Waste Shredders, including Plastics and Metal/Glass waste systems
- u) Navy Pulping systems for handling of solid wastes
- v) Non-skid coating cleaning and dry dock cleaning
- w) Ship Underwater Hull Husbandry/Preservation Systems and Industrial Wastewater Treatment Technology for Ship-to-Shore applications

(Items a) through w) listed above have been installed for environmental protection.)

SCOPE

The contractor shall provide engineering and technical services, materials and facilities to assist NSWCCD-SSES in supporting pollution abatement systems for all systems listed in paragraphs a through w above. The services shall include but not be limited to the following:

1.0 Program Management

Provide assistance in the repair, installation, modification, operation, maintenance and testing of Pollution Abatement Systems and equipment as directed by the Life-Cycle Manager (LCM) and In-Service Engineering Agent (ISEA) Environmental Systems Codes 6310/6350.

2.0 Engineering

2.1 Conduct shipchecks to verify reported system deficiencies, and to identify other imminent and future system problems. Recommend fixes to resolve all system deficiencies.

2.2 Functionally check pollution abatement systems in all modes of operation. Troubleshoot the entire system to identify all inoperative, failed, worn, malfunctioning, missing, and/or improper components, and all other existing and imminent problem areas. For example, clogged soil drain pipes; improper/insufficient/excessive lubrication; deteriorated incinerator components (burner, inner liner, ash removal door) ; inoperative tank level sensors; and worn or blown pump mechanical seals will be identified.

2.3 Brief NSWCCD-SSES, ships force, and other cognizant Navy personnel on the status of the system immediately after completing the shipcheck. The briefing shall describe the condition of the entire system and its components, and shall identify corrective actions required to resolve all system deficiencies, and to restore the system to fully operational condition. The briefing shall also provide a list of all major hardware components necessary to refurbish the pollution abatement system, including a recommended source for each component (contractor, ship, other Navy support activity).

2.4 Verify implementation of all corrective actions approved by NSWCCD-SSES found during shipchecks and/or were discussed during the shipcheck briefing. Demonstrate proper operation of the systems in all modes of operation after all repairs have been implemented.

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. FD02	PAGE 5 of 25	FINAL
----------------------------------	----------------------------	-----------------	-------

2.5 Provide assistance in setting up temporary test apparatus necessary for conducting test and evaluation projects at land-based facilities and aboard ships. Provide assistance in test site design, drawing development, and material selection and procurement. Perform configuration changes to shipboard pollution abatement systems and land-based test sites to accommodate shipboard and land-based testing. Temporarily reconfigure pollution abatement system operating modes as needed to perform test. Provide rigging facilities or special materials that may be needed to establish test site; for example, temporary electrical connections; portable pumps; cofferdams; temporary waste collection tanks; waste sampling equipment; flowmeters; and event counters.

2.6 Provide engineering assistance with US Navy ship alterations (SARs), engineering change proposals (ECPs) and Ship Change Documents (SCD's).

2.7 Provide assistance with engineering design in the above listed tasks.

3.0 Technical Documentation

3.1 Perform technical information searches. Gather, correlate and interpret technical data required to support the preparation, revision, or data verification of technical documentation. Perform Market Surveys to identify new systems in use and under development.

3.2 Review technical documentation and prepare summary critique analysis. Comment on the document's compliance with specifications, sentence structure, grammar, usage, and effectivity of its format. Revise document, as approved by NSWCCD-SSES, to attain clarity, brevity, and to meet its objective.

3.3 Review/prepare/modify specifications, provisioning technical documentation, test procedures, repair guides, and assembly/disassembly training instructions.

3.4 Develop changes to legacy paper Shipboard Pollution Abatement Systems and Equipment technical manuals from technical input provided by ISEA/LCMs in the normal Technical Manual Deficiency Report (TMDER) process. Provide metrics data and status updates to the TMDER coordinator. Change, review, and distribute legacy paper Navy technical manuals. Changes will include both text and drawings updates. Coordinate printing and distribute technical manuals as required.

3.5 Provide document scanning and conversion support for NSWCCD-SSES cognizant technical manuals in various formats including raster, Adobe Acrobat format (PDF) Interactive Electronic Technical Manual (IETM), and/or Standard Generalized Markup Language (SGML) as specified in individual task instructions. Contractor shall also provide data analysis, content management, distribution and other efforts that support the digital infrastructure and various shipboard Integrated Data Environment and Navy enterprise initiatives.

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. FD02	PAGE 6 of 25	FINAL
----------------------------------	----------------------------	-----------------	-------

3.6 Provide Technical Manual, Specifications, Allowance Parts Lists (APLs), and Drawing review/development. Rewrite technical manuals, red line drawings, perform calculations, identify and track metrics. Develop completed engineering review forms, spreadsheets, documents, and databases as required.

3.7 Develop and/or update Navy Planned Maintenance Systems (PMS). Develop new PMS as necessary and technical input to existing PMS in need of update.

3.8 Develop databases to manage and update information related to Shipboard Pollution Abatement Systems configuration, inspection results, and certification status.

4.0 Training

4.1 Conduct instructional seminar courses and on-site training exercises for ships forces in P2 Afloat and pollution abatement system operation and maintenance to minimize recurrence of past problems. Prepare graphic materials (written, tabular, visual, and audio) in support of orientation/presentation programs and forces afloat requirements.

4.2 Develop and/or update Shipboard Pollution Abatement Systems and equipment training materials. Training products may be in the format of Instructor-Led Training (ILT), Computer Based Training (CBT), Web-Based Training (WBT) or fully Interactive Media Instruction (IMI). Training products will incorporate the use of multimedia enhancements (photographs, graphics, video, narration, 2- and/or 3-D graphic simulations) as required to reinforce the learning objectives. Training products will be SCORM 2004 and Navy Integrated Learning Environment (ILE) compliant.

4.3 Develop and/or update Navy Training System Plans (NTSP) for shipboard Pollution Abatement systems.

5.0 Logistics

5.1 Prepare Provisioning Technical Documentation (PTD) for new, and/or changed equipments/components that will be maintained through replacement parts, using NAVSEA technical specification 9090-1500, "Policies and Procedures Manual, Provisioning Allowance, and Fitting Out Support (PAFOS)" including Logistics Management Information (LMI) worksheets, which provide minimum required PTD data elements as guidance. Ensure electronic provisioning is acceptable to the Navy Inventory Control Point (NAVICP). Furnish initial allowance recommendations for On Board Repair Parts (OBRPs), to include repair parts, special tools, and test equipment in support of new, and/or changed equipment/components. Initial allowance recommendations shall include the range and depth of OBRP required by the applicable Government specifications and identified in the Hull Mechanical & Electrical (HM&E) Stock Number Sequence Lists (SNSLs) and Preliminary Allowance Lists (PALs) for each applicable platform.

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. FD02	PAGE 7 of 25	FINAL
----------------------------------	----------------------------	-----------------	-------

5.2 Perform Reliability-Centered Maintenance (RCM) analysis to conduct, evolve, and establish new/modified Planned Maintenance System (PMS), via standard Navy Maintenance Index Pages/ Maintenance Requirement Cards (MIPs/MRCs) formats. Establish life-time maintenance concepts, replacement rates, and logistics requirements for all new/modified Pollution Abatement machinery, systems, and equipment.

6.0 DELIVERABLES

Deliverables shall be submitted in hard copy and/or electronic format as determined by the Task Order Manager (TOM), and in accordance with appropriate security requirements.

6.1 Contractor shall provide monthly status reports until contract completion. Report must include accomplishments and funds expended.

6.2 Trip and ship check reports shall be prepared and delivered within 10 working days following completion of trip and/or shipcheck.

6.3 New/Updated Technical Manuals (hard copies, IETMs, and/or Advanced Technical Information System Compact Disks (ATIS CDs)). Updates to existing manuals will be due no later than (NLT) sixty (60) days from the tasking date, and new manuals will be due six (6) months after the tasking date.

6.4 Engineering Calculations, Specifications, Test Data/Reports, Drawings and Metrics delivered thirty (30) days after tasking.

6.5 Systems, equipment, parts and/or services shall be acquired or developed and delivered in accordance with the relevant Plan of Action & Milestones (POA&Ms).

6.6 New/Updated PMS shall be submitted in accordance with relevant POA&Ms due thirty (30) days after tasking.

6.7 New/Updated Training Guides/Instructions due thirty (30) days after tasking.

7.0 GOVERNMENT FURNISHED INFORMATION

The government will provide the contractor with all pertinent information, including deadlines and

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. FD02	PAGE 8 of 25	FINAL
----------------------------------	----------------------------	-----------------	-------

government propriety data within fourteen (14) working days of request. This Government Furnished Information (GFI) shall be returned to the government within thirty (30) days after completion of this task or with submission of the final report.

8.0 PERFORMANCE AND TRAVEL

8.1 The primary place of performance will be the contractor's facility (75%). If the facility is not within local commuting distance, the contractor shall have a representative within commuting distance to either perform work under this task order or facilitate the transfer of materials to the workers. Travel may be required to the following locations to support the statement of work. Travel locations include but are not limited to:

- a. Norfolk, VA: 10%
- b. San Diego, CA, Mayport FL, Pearl Harbor HI, Bremerton WA, Yokosuka Japan, Guam, Tacoma, WA, Fort Eustace, VA, Curtis Bay, MD, Aberdeen, MD: 5%
- c. NSWCCD Philadelphia: 10%

* (For estimating purposes, percentages are hereby provided to identify the total amount work done in the primary place of performance and other travel locations).

8.2 The period of performance is from the effective date of the task order award through five (5) years.

8.3 Contractor shall provide phone conferencing access.

9.0 SECURITY REQUIREMENTS

During performance of this task order, the contractor shall have the ability to handle and store classified documents, including NOFORN and CONFIDENTIAL. Documents include, but are not limited to technical manuals, drawings, letters, reports, etc. Classified documents must be handled in accordance with the attached DD Form 254 Contract Security Classification Specification.

10.0 TASK ORDER MANAGER (TOM)

10.1 Task Order Manager (TOM): Thomas Luchay, Code 635, (215) 897-1081

The TOM will identify contractor deficiencies, review task order deliverables, prepare reports on contractor performance, identify contractor non-compliance with requirements, and provide detailed technical information (via Technical Instructions) to the contractor as needed.

10.2 Technical Point of Contact: Paul Schwegler, Code 635, (215) 897-8371

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. FD02	PAGE 9 of 25	FINAL
----------------------------------	----------------------------	-----------------	-------

The TPOC will assist the TOM with identifying contractor deficiencies, reviewing deliverables, preparing reports on contractor performance, identifying contractor non-compliance with requirements, and providing detailed technical information.

11.0 TECHNICAL MEETINGS

Requests for meetings will be per NSWCCD request and not necessarily on a specified time table. A two-day notice will be required for any all-day meetings.

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. FD02	PAGE 10 of 25	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor:

DODACC: N65540
Task Order Manager
Thomas Luchay, Code 6350
NSWC Carderock Division
4700 Broad St
Philadelphia, PA 19112
thomas.luchay@navy.mil
(215) 897-1081

Copies shall also be provided to the Technical Point of Contact (TPOC) identified in each Technical Instruction (TI):

DODAAC: N65540
Technical Point of Contact
Paul Schwegler, Code 635
NSWC Carderock Division
4700 Broad St
Philadelphia, PA 19112
paul.schwegler@navy.mil
(215) 897-8371

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

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. FD02	PAGE 11 of 25	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at destination by:

DODAAC: N65540
Task Order Manager
Thomas Luchay, Code 6350
NSWC Carderock Division
4700 Broad St
Philadelphia, PA 19112
thomas.luchay@navy.mil
(215) 897-1081

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. FD02	PAGE 12 of 25	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF TASK ORDER
4000 and 6000	ALL	Five (5) years thereafter

(End of clause)

DELIVERY INFORMATION

FOB: Destination

SHIP TO ADDRESS

DODAAC: N65540
Task Order Manager
Thomas Luchay, Code 6350
NSWC Carderock Division
4700 Broad St
Philadelphia, PA 19112
thomas.luchay@navy.mil
(215) 897-1081

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. FD02	PAGE 13 of 25	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

G17S TOM APPOINTMENT (AUG 2005)

(a) Task Order Ordering Officer hereby appoints the following individual as the Task Order Manager (TOM) for this task order:

DODAAC: N65540
Task Order Manager
Thomas Luchay, Code 6350
NSWC Carderock Division
4700 Broad St
Philadelphia, PA 19112
thomas.luchay@navy.mil
(215) 897-1081

(b) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor or any other person be effective or binding to the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Order Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, or basic contract PCO has issued a formal modification.

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

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. FD02	PAGE 14 of 25	FINAL
----------------------------------	----------------------------	------------------	-------

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

DODAAC Codes and Inspection and Acceptance Locations

Issue DODAAC	<u>N00167</u>
Admin DODAAC	<u>S3915A</u>
Pay Office DODAAC	<u>HQ0337</u>
Inspector DODAAC	<u>NA</u>
Service Acceptor DODAAC	<u>NA</u>
Service Approver DODAAC	<u>N65540</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u>HAA310</u>
LPO DODAAC	<u>NA</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:
thomas.luchay@navy.mil
paul.scwegler@navy.mil

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

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

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. FD02	PAGE 15 of 25	FINAL
----------------------------------	----------------------------	------------------	-------

the NSWCCD WAWF point of contact Kay Wade at (301) 227-5419 or karen.l.wade@navy.mil.

(End of Clause)

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 28,470 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 110 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. FD02	PAGE 16 of 25	FINAL
----------------------------------	----------------------------	------------------	-------

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an overrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

(End of Clause)

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

ESTIMATED

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE
400001	\$25,976.00	\$2,024.00	5 years from date of award
400002	\$18,555.00	\$1,445.00	5 years from date of award
400003	\$30,476.00	\$2,374.00	5 years from date of award
600001	\$ 2,000.00	N/A	5 years from date of award
600002	\$37,000.00	N/A	5 years from date of award

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

(c) CLINs/SLINs 400001 through 400003 and 600001 through 600002 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 cost 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:

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. FD02	PAGE 17 of 25	FINAL
----------------------------------	----------------------------	------------------	-------

Total

Contract	Funds This	Previous	Funds	Balance
<u>CPFF</u>	<u>Action</u>	<u>Funding</u>	<u>Available</u>	<u>Unfunded</u>
\$1,843,145	\$119,850	\$0	\$119,850	\$1,723,295

(End of Clause)

Accounting Data

SLINID	PR Number	Amount
400001	92510188	28000.00
LLA :		
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 091631039041		
400002	92531188	20000.00
LLA :		
AB 97X4930 NH1C 000 77777 0 000167 2F 000000 091635088011		
400003	92469406	32850.00
LLA :		
AC 97X4930 NH1C 000 77777 0 000167 2F 000000 091631027031		
600001	92510188	2000.00
LLA :		
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 091631039041		
600002	92469406	37000.00
LLA :		
AC 97X4930 NH1C 000 77777 0 000167 2F 000000 091631027031		

BASE Funding 119850.00
Cumulative Funding 119850.00

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. FD02	PAGE 18 of 25	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

Table 1: Overall Performance Ratings

For The Evaluation Period

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

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

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. FD02	PAGE 19 of 25	FINAL
----------------------------------	----------------------------	------------------	-------

(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

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

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. FD02	PAGE 21 of 25	FINAL
----------------------------------	----------------------------	------------------	-------

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 proactive. 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

H-5 TASK ORDER PROCESS

J. Ombudsman Description. In accordance with FAR 16.505(a)(7), 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 NAVSEA 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 NAVSEA Ombudsman must be forwarded to :

Ms. Irene Katakinski
(215) 897-7596
irene.katakinski@navy.mil

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

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. FD02	PAGE 22 of 25	FINAL
----------------------------------	----------------------------	------------------	-------

size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small 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 Task Order.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

(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 of 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.

CAR H11 - CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (JUL 2009)

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 (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.

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. FD02	PAGE 23 of 25	FINAL
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SECTION I CONTRACT CLAUSES

Section I clauses in accordance with the base IDIQ contract.

Clause Number HQ-C-2-0037 "Organizational Conflict of Interest" of the basic contract is hereby invoked under this solicitation and resultant task order.

The Clause 252.223-7006, PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993), is hereby invoked for this task order.

52.222-2 Payment for Overtime Premiums (Jul 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

CAR-118 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

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. FD02	PAGE 24 of 25	FINAL
----------------------------------	----------------------------	------------------	-------

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)

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. FD02	PAGE 25 of 25	FINAL
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SECTION J LIST OF ATTACHMENTS

DD Form 254--Security Requirements

Performance Requirement Summary Table