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|---|----------------------------------|---|---------------------------------------|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 2 | |
| 2. AMENDMENT/MODIFICATION NO. 06 | 3. EFFECTIVE DATE 08-Dec-2010 | 4. REQUISITION/PURCHASE REQ. NO. N/A | 5. PROJECT NO. (If applicable) N/A | |
| 6. ISSUED BY CODE | N65540 | 7. ADMINISTERED BY (If other than Item 6) CODE | S3915A | |

NSWC, CARDEROCK DIVISION, PHILADELPHIA
NAVSSSES
Philadelphia PA 19112-1403
craig.wright@navy.mil 215-897-8275

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

| | |
|---|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) NDI Engineering Company 100 Grove Rd. Thorofare NJ 08086-0518 | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| | 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4089-EHP9 |
| | 10B. DATED (SEE ITEM 13) 27-Aug-2009 |
| CAGE CODE 4X596 | FACILITY CODE 131085896 |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

| | | | |
|---|------------------|---|---------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert R Colot, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY /s/Robert R Colot (Signature of Contracting Officer) | 16C. DATE SIGNED 08-Dec-2010 |
| (Signature of person authorized to sign) | | | |

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GENERAL INFORMATION

The purpose of this modification is to correct a typographical error. Update SLIN 400002 description to reflect the correct Mod 1 funding action of \$75,000.00. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$566,000.00 by \$0.00 to \$566,000.00.

The total value of the order is hereby increased from \$597,254.91 by \$0.00 to \$597,254.91.

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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 | Base Period Engineering and Technical Services IAW the attached SOW during the period from date of award through 31 January 2011. Mod 02 decreased Labor by \$100,000.00 (FMS Case #97-X-4 93) | 1.0 | Lot | \$403,013.40 | \$32,241.51 | \$435,254.91 |
| 400001 | Incremental Funding-\$50,000 TI 01 (FMS Case #97-X-4 93) | | | | | |
| 400002 | Incremental Funding-\$75,000 Gas Turbine Program (FMS) | | | | | |
| 400003 | Incremental Funding-\$144,000 Life Cycle Support Services (O&MN,N) | | | | | |
| 400004 | Incremental Funding-\$166,000. 00 TI-03 Life Cycle Support Services (O&MN,N) | | | | | |
| 4100 | Option Year 1 Same as CLIN 4000 except during the period from 13 months after date of award through 24 months after date of award. (TBD) Option | 1.0 | Lot | \$512,952.62 | \$41,036.21 | \$553,988.83 |
| 4200 | Option Year 2 Same as CLIN 4000 except during the period 25 months after date of | 1.0 | Lot | \$530,905.97 | \$42,472.48 | \$573,378.45 |

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award through 36
months after date
of award. (TBD)
Option

| | | | | | |
|------|--|---------|--------------|-------------|--------------|
| 4300 | Option Year 3 Same as CLIN 4000 except during the period 37 months after date of award through 48 months after date of award. (TBD) Option | 1.0 Lot | \$549,487.68 | \$43,959.01 | \$593,446.69 |
|------|--|---------|--------------|-------------|--------------|

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|------|--|---------|--------------|-------------|--------------|
| 4400 | Option Year 4 Same as CLIN 4000 except during the period 49 months after date of award through 60 months after date of award. (TBD) Option | 1.0 Lot | \$568,719.74 | \$45,497.58 | \$614,217.32 |
|------|--|---------|--------------|-------------|--------------|

For ODC Items:

| Item | Supplies/Services | Qty | Unit | Est. Cost |
|--------|---|---------|------|--------------|
| ----- | | | | |
| 6000 | Base Period Support Costs of \$62,000.00 for Travel and Incidental Material during the period from date of award through 31 January 2011. Mod 02 increased ODCs by \$100,000.00 (FMS Case #97-X-4 93) | 1.0 Lot | | \$162,000.00 |
| 600001 | Other Direct Costs for Travel and Incidental Material-Gas Turbine Program (FMS Case #97-X-4 93) | | | |
| 600002 | Other Direct Costs for Travel and Incidental Material-TI 002 (O&MN,N) | | | |
| 600003 | Other Direct Costs for Travel and Incidental Material-TI-04 | | | |

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(O&MN,N)

| | | | |
|------|---|---------|-------------|
| 6100 | Option Year 1 Support Costs of \$62,000.00 for Travel and Incidental Material during the period 13 months after date of award through 24 months after date of award. (TBD) Option | 1.0 Lot | \$62,000.00 |
| 6200 | Option Year 2 Support Costs of \$62,000.00 for Travel and Incidental Material during the period 25 months after date of award through 36 months after date of award. (TBD) Option | 1.0 Lot | \$62,000.00 |
| 6300 | Option Year 3 Support Costs of \$62,000.00 for Travel and Incidental Material during period 37 months after date of award through 48 months after date of award. (TBD) Option | 1.0 Lot | \$62,000.00 |
| 6400 | Option Year 4 Support Costs of \$62,000.00 for Travel and Incidental Material during the period 49 months after date of award through 60 days after date of award. (TBD) Option | 1.0 Lot | \$62,000.00 |

Notes: LEVEL OF EFFORT:

1. EACH OPTION CONSISTS OF THE LABOR CLIN AND ITS CORRESPONDING SUPPORT COST CLIN, WHICH WILL BE EXERCISED TOGETHER.
2. EXERCISE OF OPTION CLINS IN THE AWARD TERM PERIODS ARE CONTINGENT UPON THE AWARD TERM OPTION PERIOD OF THE BASIC SEAPORT CONTRACT BEING EXERCISED.

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3. THE MAXIMUM LABOR PASS THROUGH RATE (WHICH INCLUDES ALL ADDERS AND ANY PRIME CONTRACTOR FEE APPLIED TO SUBCONTRACTOR LABOR COSTS SHALL NOT EXCEED 8%.

The level of effort for the performance of this contract is based upon an anticipated total estimated level of effort of 56,900 man-hours of direct labor. The estimated composition of the 56,900 man-hours of direct labor can be found in the chart below. On Site Labor refers to labor performed at the Contractor's Facility and Off Site Labor refers to labor performed at NSWCCD in Philadelphia, PA.

| Labor Category | Base Period | Option I | Option II | Option III | Option IV |
|-------------------------------|-------------|------------|------------|------------|------------|
| Program Manager | 500 | 500 | 500 | 500 | 500 |
| Sr. Engineer Tech* | 1920 | 1920 | 1920 | 1920 | 1920 |
| Sr. Engineer Tech OT | 280 | 280 | 280 | 280 | 280 |
| Journeyman Engineer Tech * | 5760 | 5760 | 5760 | 5760 | 5760 |
| Journeyman Engineer Tech OT | 840 | 840 | 840 | 840 | 840 |
| Inventory Control/Sup Tech* | 1920 | 1920 | 1920 | 1920 | 1920 |
| Inventory Control/Sup Tech OT | <u>160</u> | <u>160</u> | <u>160</u> | <u>160</u> | <u>160</u> |
| Total Hours | 11380 | 11380 | 11380 | 11380 | 11380 |

* Denotes Key Personnel

CAD Operator is added to the Labor Category. Not a key person. CAD operator to be used intermittently.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

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 in CAR H09 and Attachment I.

1.0 Scope: As the Life Cycle Manager and In-Service Engineering Agent for the Navy Marine Gas Turbine (MGT) Program, NSWCCD-SSES is responsible to maintain current configuration and provide state-of-the-art technology and machinery reliability upgrades to the fleet in a timely fashion. NSWCCD-SSES is also required to conduct ship board equipment testing and engine assessments, provide water front technical interface, and technical training to the fleet and various fleet agents. Depot level support for the Navy Marine Gas Turbine program is provided as well. Accordingly, the contractor shall provide technical services for NSWCCD-SSES Code 933 in the performance of various overhauls and assessments of MGT engines and ancillary equipments for use on various Surface Combatants and LCAC vessels.

2.0 Applicable Documents: None.

3.0 Requirements:

3.1. Provide technical services such as engineering technician support functions, for NSWCCD Code 933 to accomplish various propulsion and auxiliary gas turbine program projects. The Contractor will perform the following:

- a. Provide technical support for the LM2500 and 501K-17/34 and other MTG engine borescope programs such as, but not limited to providing technician services using borescope equipment to assist in the evaluation and diagnosis of internal engine conditions, and to prepare technical reports to document findings of such inspections.
- b. Provide technical training for the LM2500 and TF40B borescope programs.
- c. Provide technical support for the LM2500 Digital Fuel Control program and other MGT engine line programs such as, but not limited to providing technical assistance with back fitting approved engine configuration changes, pre-assembly of kits and other mechanical and/or electrical installation support as requested. Support will include authorization/certification of a journeyman engineer technician to be fork truck operator certified to provide assistance on an as required basis for kitting and material transfer needs.
- d. Provide in-service engineering support for the LM2500 and 501K-17/34 gas turbine engines and other Marine Gas Turbine Engines supporting the Navy Marine Gas Turbine Program; support includes Special Support Equipments (SSE) used by the fleet to maintain and service gas turbine engines.
- e. Schedule and coordinate proofing of LM2500 and other MGT equipment installations for evaluating engineering design and shipboard testing.
- f. Interface with ships, TYCOMs, Fleet Staff, ISICs, RMCs, Port Engineers, RMMCO and other support activities for the LM2500 program managers by evaluating equipment and systems for design, logistics and modernization issues.
- g. Coordinate on-site engineering investigations with waterfront activities to evaluate LM2500 reliability and readiness issues.
- h. Provide technical support for NSWCCD Code 933 by interfacing with waterfront activities through coordinating and executing LM2500 and other MGT programmatic issues.
- i. Conduct visits with CNSP, SWRMC and CNSP port engineers in order to be informed of latest events on the waterfront and provide feedback when required for any life cycle/reliability issues.
- j. Attend NAVAIR North Island Depot LM2500 production meetings and provide meeting minutes.
- k. Attend Marine Gas Turbine Inspector's Conference twice yearly in Norfolk, VA and San Diego CA.
- l. Maintain and update LM2500 and other MGT configuration and technical directive installation plans as directed.
- m. Update the MGT KITS database to track technical directive kit usage.
- n. Generate monthly status reports on MGT technical directive installations.
- o. Maintain database of DECOM engine inventory.

3.2. Provide the following reports:

- a. Monthly Program Progress Report: Identify, track and report tasks inclusive of the amount expended to date for each task, Man-Hours and Labor costs expended to date for each task, Material costs expended to date for each task,

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Travel costs expended to date for each task, and problem areas encountered, if any.

b. Monthly Financial Status Reports: Total amount funded per Task Order to date, to include Total amount presently funded, Total amount expended and remaining balance.

c. Borescope Results Report: Shall be submitted not later than 10 working days after return from travel. Upon returning from the ship, a report detailing the results of the borescope of each engine examined shall be written. Report must include Background, Gas Turbine History with serial numbers, Time Since New (TSN) and, if applicable, Time Since Repaired (TSR), Findings for each engine inspected, Conclusions and Recommendations; pictures that illustrate any damage that may impact the operational availability of the engine shall be included.

d. Monthly status report on MGT technical directive installations. Shall include Technical Directive Kit number, Ship Name/Hull number receiving kit, Engine Serial number kit is applied to, date of shipping, date of reported installation, Kit Requesting Official.

4.0 Deliverables:

- a. Program Support Monthly Status Reports by the 15th of the following month.
- b. Monthly Financial Progress Reports by the 15th of the following month.
- c. Borescope Results Reports not later than 10 working days after return from travel.
- d. Monthly Status Report on MGT Technical Directive Installations by the 15th of the following month.

5.0 Schedule:

The tasks will be accomplished from the date of award of the delivery order, through 30 April 2010, or one year from the award date of the contract, whichever is later. The Task Order Manager (TOM) is responsible for all interfaces with the Contractor. Specific tasking will be provided by the TOM via issuance of Technical Instruction (TI) letters.

6.0 Government Furnished Information/Material:

The Government will furnish the Contractor with all drawings and documentation required to perform the tasks listed in the Statement of Work.

7.0 Travel:

Travel will be required to support: kit distribution; Ship and TYCOM waterfront interface requirements (on occasion, and only as requested); and, for various inspections and installation support work for the MGT Program. Trips will be determined as situations arise. Technical Instruction letters will be issued as necessary to identify required trips; such instruction will include expectation for overtime, where it may be required. The need for Local travel is not anticipated. Travel requirements may result in travel of up to 176 days for approximately 38 trips. The list below is a sample set of trips; actual travel is not limited to this list.

- 2 Trips of 5 day length to Mayport, FL
- 2 Trips of 5 day length to Norfolk, VA
- 2 Trips of 5 day length to San Diego, CA
- 4 Trips of 5 day length to Pascagoula, MS
- 2 Trips of 5 day length to Pearl Harbor, HI
- 4 Trips of 5 day length to Bath, ME
- 6 Trips of 3 day length to New Orleans, LA
- 4 Trips of 3 day length to Panama City, FL
- 2 Trips of 3 day length to Houston, TX

8.0 Classified Material:

None.

9.0 Security Requirements

The highest level of security required under this contract is Confidential as designated on the DD Form 254, Attachment II. The Contractor is responsible for acquiring, and maintaining security clearances at the level(s) required under this contract. The Director of Industrial Security, Defense Investigative Service, NSWCCD-SSES is the point of contact regarding security matters. All information and publications described in this delivery order are for official use only. Information should be conveyed on a need to know basis only.

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10.0 Overtime

Overtime is authorized as required to support the mission. In order to complete the taskings, overtime may be required if the time allotted to complete a tasking exceeds the normal workday, particularly in support of tasks affected by travel and ship schedule where short notice of fleet need is provided.

11.0 Period of Performance:

All work on this delivery order must be completed by 30 April 2010, or one year after contract award, whichever is later, unless the Government exercises the option(s).

12.0. Place of Performance:

It is anticipated that 80% of this effort will be conducted offsite at NSWCCD-SSES facility in Philadelphia and the remaining 20% of the effort conducted onsite at Contractor Facilities or while on temporary travel.

13.0. Locality Requirements to ensure support is available as required: The contractor must be in the Region/Zone of the Philadelphia Naval Business Center and not require more than local travel orders for the Program representatives to visit the Contractor's facility. The contractor's facility must have adequate capabilities (floor space, high speed data connectivity, computers, telephones, conference room(s) and printers) to fully support the SOW. At least 80% of the work under this task is to be performed on-site at NSWCCD-SSES, Philadelphia Naval Business Center office locations, when employees are not required to travel in support of this contract.

14.0. Task Order Manager (TOM):

The Task Order Manager for this award is Mr. Kevin Fauvell, NSWCCD-SSES Code 933; Com'l (215) 897-7335; DSN 443-7335; FAX (215) 897-7616; e-mail: Kevin.Fauvell@navy.mil

15. Personnel Qualifications

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

The work history of each employee must contain experience directly related to the task and functions he/she intends to perform under this task. The Government reserves the right, during the term of this task order, to request work histories on any contractor employee for purposes of verifying compliance with this requirement.

Personnel assigned to or utilized by the Contractor in the performance of this order shall meet the target qualifications in term of experience, educational and other background requirements set forth herein and be fully capable of performing the contemplated functions of the respective labor categories in an efficient, reliable and professional manner.

If the Contracting Officer questions the qualifications or competence of any person performing under the task order, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the contractor.

The Target Qualifications for the key labor category is as follows.

Senior Technician (1 Resume required)

1. Direct shipboard experience with US Navy Marine Gas Turbine equipment and experience directly related to the SOW.

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2. 15 years performing in-service engineering type shipboard technical work on U.S. Navy Marine Gas Turbine Engines and ancillary equipments, 10 years of which is specialized in conducting borescope of gas turbine engines and in training navy and civilian personnel on the use of such related borescope equipments and technology.

Journeyman Technician (1 Resume required)

1. Direct shipboard experience with Marine Gas Turbines engines.
2. Experience with Intermediate Maintenance Facility type work specific to LM2500 and 501K engine lines (general maintenance, troubleshooting and repair work) is required.
3. Three (3) years experience equivalent to that of a certified U.S. Navy Marine Gas Turbine Inspector (MGTI)

Inventory Control/Supply Technician (1 Resume required)

1. Experience with processes arranging for and tracking shipments to and from national and international locations directly related to the SOW.
2. Three (3) years experience with Marine Gas Turbine(MGT) or similar system kit preparation and distribution processes and methods for researching manufacturer part numbers and Navy Stock Numbers; experience to include researching pricing and material availability.
3. Familiarity with U.S, Navy Bankcard and MILSTRIP processes and methods for updating/maintaining the Philadelphia Inventory Management System (PHIMS) or similar system (a database used to monitor MGT kit inventories) preferred.
4. Two (2) years direct experience using MS Windows XP Professional and MS Windows 2000 Professional Word 2003, Access 2003, Excel 2003, Outlook 2003 and Adobe Acrobat 7.0.
5. Familiarity with and ability to use HAYSTACKS, "DOD E-mall", Corporate Express or similar methods to search for material availabilities preferred.

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SECTION D PACKAGING AND MARKING

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

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

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

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

Ship all Reports/Data to the following address:

Attn: Kevin D. Fauvell, Code 933
NSWCCD-SSES, Bldg 77L, Rm 2018
1000 Kitty Hawk Ave.
PNBC
Philadelphia, PA 19112-5083

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

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at Destination by NSWCCD -SSES, Code 933.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

LABOR CLINS - PERIOD OF PERFORMANCE

| CLIN | | START DATE | END DATE |
|------|--------|-----------------|-----------------|
| 4000 | FIRM | 27 AUGUST 2009 | 31 JANUARY 2011 |
| 4100 | OPTION | 1 FEBRUARY 2011 | 26 AUGUST 2011 |
| 4200 | OPTION | 27 AUGUST 2011 | 26 AUGUST 2012 |
| 4300 | OPTION | 27 AUGUST 2012 | 26 AUGUST 2013 |
| 4400 | OPTION | 27 AUGUST 2013 | 26 AUGUST 2014 |

ODC CLINS - PERIOD OF PERFORMANCE

| CLIN | | START DATE | END DATE |
|------|--------|-----------------|-----------------|
| 6000 | FIRM | 27 AUGUST 2009 | 31 JANUARY 2011 |
| 6100 | OPTION | 1 FEBRUARY 2011 | 26 AUGUST 2011 |
| 6200 | OPTION | 27 AUGUST 2011 | 26 AUGUST 2012 |
| 6300 | OPTION | 27 AUGUST 2012 | 26 AUGUST 2013 |
| 6400 | OPTION | 27 AUGUST 2013 | 26 AUGUST 2014 |

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Kevin D Fauvell, 933
NSWCCD-SSES Code 9354, 1569 Constitution Ave, Bldg 619, 3rd Floor
Philadelphia, PA 19112-5083
kevin.fauvell@navy.mil
215-897-7335

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

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

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

| |
|--|
| Send Additional Email Notification To: |
| kevin.fauvell@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

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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 5252.216-9122 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 56,900(to be completed for each order) 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 218 [Yearly number of labor hours divided by 52 weeks]hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20)

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

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

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

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

(End of Clause)

ALLOTMENT OF FUNDS (MAY 1993)

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

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

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the from the costs of performance of fully funded CLINs/SLINs.

(End of Clause)

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Accounting Data

| SLINID | PR Number | Amount |
|--------|-----------|----------|
| 400001 | 92333907 | 50000.00 |

LLA :
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 091915439501
Incremental Funding for TI 01

BASE Funding 50000.00
Cumulative Funding 50000.00

MOD 01

| | | |
|--------|----------|----------|
| 400002 | 93344396 | 75000.00 |
|--------|----------|----------|

LLA :
AB 97X4930 NH1C 000 77777 0 000167 2F 000000 091915431301

| | | |
|--------|----------|----------|
| 600001 | 93344411 | 25000.00 |
|--------|----------|----------|

LLA :
AB 97X4930 NH1C 000 77777 0 000167 2F 000000 091915431301

MOD 01 Funding 100000.00
Cumulative Funding 150000.00

MOD 02 Funding 0.00
Cumulative Funding 150000.00

MOD 03

| | | |
|--------|----------|-----------|
| 400003 | 01056413 | 144000.00 |
|--------|----------|-----------|

LLA :
AC 97X4930 NH1C 000 77777 0 000167 2F 000000 101911431014
This SLIN is associated with Technical Instruction Letter 001

| | | |
|--------|----------|----------|
| 600002 | 01056417 | 36000.00 |
|--------|----------|----------|

LLA :
AC 97X4930 NH1C 000 77777 0 000167 2F 000000 101911431014
This SLIN is associated with Technical Instruction Letter 002

MOD 03 Funding 180000.00
Cumulative Funding 330000.00

MOD 04 Funding 0.00
Cumulative Funding 330000.00

MOD 05

| | | |
|--------|----------|-----------|
| 400004 | 02515560 | 166000.00 |
|--------|----------|-----------|

LLA :
AD 1701804 70BA 257 00070 R 045924 2D XK1247 0007001247KD
Standard Number: N0007010WXK1247 ACRN:AA

| | | |
|--------|----------|----------|
| 600003 | 02515583 | 70000.00 |
|--------|----------|----------|

LLA :
AD 1701804 70BA 257 00070 R 045924 2D XK1247 0007001247KD
Standard Number: N0007010WXK1247 ACRN: AA

MOD 05 Funding 236000.00
Cumulative Funding 566000.00

MOD 06 Funding 0.00
Cumulative Funding 566000.00

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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.

(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

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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 Order). | Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order). | Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order). Contractor provides highly qualified personnel. |

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| Staffing | Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly. | Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy. | Contractor 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 |
|-----------------|--|---|--|
| 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. Reports are clear, accurate, |

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| 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. | 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 I 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 Katacinski 215-897-7596

irene.katacinski@navy.mil

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 10 days prior to the expiration of the Task Order; provided, that the Government gives the Contractor a preliminary written notice of its intent to exercise the option(s) at least thirty days before the task order expires. The preliminary notice does not commit the Government to an extension.

(b) The total duration of this task order, including the exercise of any options under this clause, shall not exceed sixty months.

CAR H11 – CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (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 Card (CAC) card or a badge providing access to NSWCCD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will terminated.

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SECTION I CONTRACT CLAUSES

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

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

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

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

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instructions may not be used to :

(1) assign additional work under the task order;

(2) direct a change as defined in the "Changes" clause of the base contract;

(3) increase or decrease the contract price or estimated amount (including fee), as applicable,

the level of effort, or the time required for task order performance; or

(4) change any of the terms, conditions or specifications of the task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order

or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contracting Officer notifies the Contractor that the technical instruction is within the scope of this task order.

(d) Nothing in the paragraph (c) of this clause shall be construed to excuse the Contractor from performing that portion of the task order statement of work which is not affected by the disputed technical instruction.

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

Attachment I CAR-H10 Performance Summary Table

Attachment II DD254

Attachment III Revised DD254