

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 05	3. EFFECTIVE DATE 30-Sep-2010	4. REQUISITION/PURCHASE REQ. NO. 10-EGR-166	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
elizabeth.rainey@navy.mil 215-897-7061

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-FD01
	10B. DATED (SEE ITEM 13) 10-Sep-2008
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) Annette Bucci, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Annette Bucci	16C. DATE SIGNED 30-Sep-2010
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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GENERAL INFORMATION

The purpose of this modification is to incorporate a revised DOD Contract Security Classification DD Form 254, Revision 3. All other terms and conditions remain unchanged.

A copy of the revised DD FORM 254 is being sent under separate cover.

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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

1000	Engineering Services IAW the attached Statement of Work. (TBD)	1.0 Lot	\$8,962,756.00	\$645,622.00	\$9,608,378.00
100001	Incremental funding in the amount of \$335,000 for OMN tasking. (TBD)				
100002	Incremental funding in the amount of \$600,000 for OMN tasking. (TBD)				
100003	Incremental funding in the amount of \$600,000 for OMN OM (O&MN,N)				
100004	Incremental funding in the amount of \$295,000 for OMN OM (O&MN,N)				
100005	Incremental funding in the amount of \$20,000 for OMN OM (O&MN,N)				
100006	Incremental funding in the amount of \$20,000 for OMN OM (O&MN,N)				
100007	Incremental funding in the amount of \$15,000 for OMN OM (O&MN,N)				
100008	Incremental funding in the amount of \$550,000 for TI #4 (O&MN,N)				
100009	Incremental				

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funding in the amount of \$100,000 associated with TI #4 (O&MN,N)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3000	Other Direct Costs (Materials, travel, miscellaneous) including applicable indirect costs (Non-fee bearing). (TBD)	1.0 Lot	\$460,000.00
300001	Incremental funding in the amount of \$16,000 for OMN tasking. (TBD)		
300002	Incremental funding in the amount of \$30,000 for OMN tasking. (TBD)		
300003	Incremental funding in the amount of \$80,000 for OMN (TBD)		
300004	Incremental funding in the amount of \$90,000 for TI #4 (O&MN,N)		
300005	Incremental funding in the amount of \$5,000 for TI#4 (O&MN,N)		

LEVEL OF EFFORT

The level of effort for the performance of this task order is based on an anticipated level of 176,600 man-hours of direct labor for the entire five (5) year period of performance.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SUBMARINE SAIL SYSTEMS FIELD SERVICES SUPPORT

1. TITLE: Submarine Sail and Towed Antenna Systems Field Services On-Site Technical Support

2. BACKGROUND: The Sail ISERep Branch (c/964) and the Sail, Antenna, Networks and Navigations System Division (c/96) of the Naval Surface Warfare Center, Carderock Division (NSWCCD), provides on site engineering and technical support to Industrial Activities, Operational Submarine Force, Regional Support Groups, Fleet Maintenance Activities and Intermediate Maintenance personnel on the installation, repair and maintenance of submarine sail and towed antenna systems for SSN, SSGN and SSBN Class submarines. Full-time on-site Sail ISERep support is provided at Groton, CT; Kings Bay, GA; Norfolk, VA; Bangor WA; San Diego, CA; Pearl Harbor, HA; and Guam. Part-time and temporary duty support is provided both CONUS and OCONUS as needed to support the Operational Submarine Force. In addition, the Sail ISERep Branch develops and maintains sail systems databases; issues technical reports used to evaluate sail and towed antenna systems performance; performs program management and technical/administrative functions, logistics, data collection and associated administrative tasks. The contractor shall be responsible for the quality and technical accuracy of the work performed in fulfilling the requirements of the tasks listed herein.

3. SCOPE OF WORK:

3.1 Applicable Documents:

3.1.1 COMNAVFOR Instruction 4795.3 Submarine Sail Maintenance Program and Sail In-Service Engineering Representative (Sail ISE Reps).

3.1.2 NSWCCD-SSES Work Instruction 00-9600-104-05 Pre-Deployment Inspections of Submarine Sail Mounted Masts/Antennas Periscope Systems and Sail Interior.

3.1.3 NSWCCD-SSES Work Instruction 00-9600-104-16 Submarine Sail Closeout Inspections on SSN's.

3.1.4 NSWCCD-SSES Work Instruction 00-9600-104-04 Submarine Sail Insurv Inspection.

3.1.5 NSWCCD-SSES Work Instruction 00-9600-104-10 Submarine Sail Post Refit Inspection on SSGN and SSBNs.

3.1.6 NSWCCD-SSES Work Instruction 00-9600--104-23 Depot Availability Submarine Sail in Progress and End of Availability Material Condition Inspections (688).

3.1.7 NSWCCD-SSES Work Instruction 00-9600-104-24 Depot Availability Submarine Sail and Buoy Systems In-Progress and End of Availability Material Condition Inspections.

3.1.8 Provide Sail and Towed Antenna System Training to Ships Force and local maintenance activities.

3.1.8.1 Submarine Sail and Towed Antenna ISEREP Training Courses:

PPT 01-01	SSN-688 Sail Closeout Inspection Training
PPT 01-02	SSN-688 Cable Protection Installation Standards & Methods
PPT 01-03	Sail Orientation
PPT 02-01	Periscope Turning Torque
PPT 02-02	Mast Clamping and Rigging
PPT 02-03A	No. 1 Multifunction Mast Radome Removal/Installation

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PPT 02-03B	Telescoping Faired Mast Removal and Installation
PPT 02-04	SSN-688 Radar Mechanical Systems
PPT 02-05A	Snorkel System – Part 1
PPT 02-05B	Snorkel System – Part 2
PPT 02-06A	RDF Closure Door System, Part 1
PPT 02-06B	RDF Closure Door System, Part 2
PPT 02-07	SSN 688 AN/BRD-7/BLD-1 Antenna Removal and Installation
PPT 02-08	MFM Mast Mechanical Group
PPT 02-09	RDF Mast Mechanical Systems
PPT 02-10	SSN-688 Periscope Hull Packing
PPT 02-11	SSN-688 Radar Mast Autolock
PPT 02-12A	Hydraulic Cylinders, Part 1
PPT 02-12B	Hydraulic Cylinders, Part 2
PPT 02-13A	Periscope Mechanical Systems, Part 1
PPT 02-13B	Periscope Mechanical Systems, Part 2
PPT 02-13C	Periscope Mechanical Systems, Part 3
PPT 02-13D	Periscope Mast Fairing Optical Alignment
PPT 02-13E	Periscope Well Bumper Replacements/Adjustments
PPT 02-15A	HDR Mast Mechanical Group
PPT 02-15B	HDR Antenna Removal/Installation
PPT 02-15C	HDR Faired Mast Removal and Installation
PPT 02-15D	Shop Disassembly, Inspection, and Repair of the HDR Faired Mast Assembly
PPT 02-15E	HDR Closure Door Cylinder Removal and Installation
PPT 02-15F	Shop Removal & Installation of HDR Hydraulic Cylinder from the Faired Mast
TPPT 02-01	Trident Sail Closeout

3.1.9 Maintain IBM Lotus Notes Domino 7.0 Client, Administrator and Server Software.

3.1.10 Maintain Sail ISEREP database system servers Authority to Operate. NAVSEA letter Serial 00I/170 of 27 Nov 2007.

3.1.11 Maintain ISE REP IBM Lotus Notes Domino (LND) Technical Databases for Submarine Sail and Antenna Systems.

3.1.11.1	1	On-site Sail ISERep weekly task tracking
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2	Trident/SSGN, 688 Class, Virginia Class and Seawolf Class problem reporting and archive Databases.
3	Trident/SSGN, 688 Class and Seawolf Class Sail Zone Configuration Databases
4	EMO Conference Database
5	Field Information Database
6	Sail Zone Training Database
7	Lessons Learned Database
8	Site Libraries for Groton, Pearl Harbor, Philadelphia, Bangor, Kings Bay, Norfolk, Guam and San Diego
9	ISERep Tech Information Library
10	ISERep Management Library
11	CNO Availabilities Problem Reporting and Archive
12	Maintenance Databases for all Classes of Submarines
13	ISERep Sail Dashboard Website
14	ISERep Travel and Leave Database
15	Online Help Database
16	Sail Improvements Databases for all Classes of Submarines

3.2 Requirements: The contractor shall provide on-site field support by performing inspections, troubleshooting and fault isolation, and provide expert consultation, repair and installation support, database development and maintenance, training and maintenance documentation development and upgrading for the following Submarine HM&E equipments/systems: High Data Rate Antenna System, Towed Buoy Systems, Communications Antenna Systems, Periscope Systems, Universal Modular Masts Systems, Radar Systems, Snorkel Systems, Integrated Electronics Masts, Closure Doors Systems. These services will be performed by contractor personnel stationed on-site at submarine repair activities or any where worldwide on short notice at shore stations, on board submarines in port or at sea.

Senior Field Services Technician and Field Services Technician (Key Personnel Categories)

The labor hour requirements and locations for Senior Field Services Technicians may change as submarine force structures and workloads shift. The estimated minimum requirements for year one will be as follows:

- Senior Field Service Technicians
 - 1 (Potential) Full time IMF Pearl Harbor, Hi - 2450 Hours
 - 1 Full time IMF Groton, Ct -2450 Hours
 - 1 Part time in San Diego, Ca Local Area -1050 Hours
 - 1 Part time in Philadelphia, Pa Local Area- 1400 Hours
 - 1 (Potential) Full time location TBD – 2450 Hours

- Field Service Technicians
 - 1 Full time IMF Pearl Harbor Hi - 2400 Hours
 - 1 Full time TRF Bangor Wash. -2400 Hours
 - 1 Full time TRF Kings Bay Ga. -2400 Hours
 - 1 (Potential) Full time NOB Norfolk Va. -2400 Hours
 - 1 (Potential) Full time location TBD – 2400 Hours

3.2.1 Provide approximately ten (10) Submarine Pre Overseas Movement Sail Inspection IAW Para 3.1.1 and 3.1.2.

3.2.2 Provide approximately twenty (20) SSN Sail Close-Out Inspection IAW Para 3.1.1 and 3.1.3.

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3.2.3 Provide approximately four (4) SSN Sail INSURV Inspections IAW Para 3.1.4.

3.2.4 Provide approximately twenty (20) SSBN and SSGN Post Refit Inspection IAW Para 3.1.1 and 3.2.5.

3.2.5 Provide approximately eight (8) SSN Submarine Sail Depot Availability In-Progress and Completion Inspections IAW Para 3.1.1 and 3.1.6.

3.2.6 Provide approximately four (4) SSBN and SSGN Submarine Sail Depot Availability In Progress and Completion Inspections IAW Para 3.1.1 and 3.1.7.

3.2.7 Provide field support to submarine force, shipyards and maintenance activities during repairs to problems identified during inspections provided in Para 3.2.1 through 3.2.6. Update appropriate database Para 3.1.10 to show the actual repair information and on board systems improvements status.

3.2.8 Provide approximately six (6) training courses to the Submarine Force and Maintenance Activities utilizing training materials in Para 3.1.8.1.

3.2.9 Provide on-site field support to evaluate approximately six hundred (600) sail systems problems and provide maintenance activity, ships force and squadron commander's technical recommendations for fault isolation and correction. Follow up with shipboard visits, as required, to validate recommendations are effective and document the problem, repairs and any lessons learned in appropriate databases Para 3.1.11.1.

3.2.10 Provide sail and towed systems field support IAW Para 3.1.1 at submarine daily maintenance meetings held in Groton, CT; Bangor, WA; Kings Bay, GA; Pearl Harbor, HI and Norfolk, VA., San Diego and Agana, Guam.

3.2.11 Provide technical assistance in developing quarterly and annual technical presentation for seven (7) sites and the one (1) manager's report. The contractor will run reports from ISEREP databases listed in Para 3.1.10, evaluate data and develop six (6) reports quarterly in Excel and seven (7) annual reports in Excel with PowerPoint presentations.

3.2.12 Provide information for weekly field support tasking and monthly Code 964 REMEDY report in the weekly task database Para 3.1.11.1.

Program Analyst (Key Personnel Category)

The estimated minimum requirements for year one will be as follows:

- 1 full time, on site Philadelphia Pa 2100 hours
- 3 (Potential) Full time on site Philadelphia – 6300 Hours

3.2.13 Provide technical and logistics assistance in arranging, coordinating tracking action items, developing attendees listing and agendas, issuing final reports and hosting the Electronic Material Officers (EMO) Conference and the annual Field Conference. Each conference is approximately seven (7) days long. .

3.2.14 Develop naval messages, process program/branch timekeeping records and travel requests, arrange meetings and conferences, develop presentations and maintain a program electronic filing system within the technical information library databases Para 3.1.11.1

Program Manager

The estimated minimum requirements for year one will be as follows:

- 1 part time, Philadelphia Pa local area- 500 hours

3.2.15 Provide Management Support for multiple Div 90 programs, including oversight of tasking and funding. Track procurements, action items, labor/travel expenditures and program deliverables.

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Computer Engineer/ Programmer (Key Personnel Category)

The estimated minimum requirements for year one will be as follows:

- 1 part time, Mid Atlantic Region– 1500 hours (Location to be determined by the Contractor.)

3.2.16 Provide network and hardware technical support and materials necessary to maintain the operation and security of the Submarine Lotus Notes Domino servers located on the NSWCCD –Philadelphia RDT&E Network Para 3.1.9. and Para 3.1.11

3.2.17 Provide technical support to resolve user problems with databases listed in Para 3.1.11.1. There are approximately twenty five (25) users located worldwide and approximately four hundred (400) support requests per year.

3.2.18 Provide technical support to repair and upgrade databases listed in Para 3.1.11.1. There will be approximately four (4) baseline upgrades each year to each database.

3.2.19 Provide approximately Four (4) upgrades to the ISEAREP Dashboard (website). The dashboard server is located on the RDT&E network.

Mechanical/Electrical Engineering Technician and Clerk Typist

The estimated minimum requirements for year one will be as follows:

1 (Potential) Mechanical or Electrical Engineering Technician, Philadelphia Pa local area- 2080 hours

Clerk Typist , 1 part time, Philadelphia Pa local area- 1040 hours

3.2.10 Provide annual review and up date to ISEREP training Materials listed in Para 3.1.8 and ISEREP documentation Para’s 3.1.1 through 3.1.7

3.3 Place of Performance: Majority of work will be performed at NSWCCD-SSES Field offices located in Groton, CT; Kings Bay, GA; Norfolk, VA; Bangor, WA; San Diego, CA; Pearl Harbor, HI and Agana, Guam.

3.4 Travel: Anticipated Trips (Estimates are for one person on each trip)

Approximately 54 trips a year will be required to various Navy ports and activities in support of this effort. To reach some of these activities the Field Service Technicians will be required to use Military Air Carriers. Therefore, the offerors will have to set up an annual transportation agreement with the Air Mobility Command. For estimating purposes, the following travel information is provided. Destinations, number of trips and duration are subject to change within these constraints.

From:	To:	No. of Days	No. of Trips
Groton , CT	Philadelphia, PA	4	1
	La Magdalena Italy	5	1
	Faslane Scotland	5	1
	Norfolk, VA	5	1
	Portsmouth, NH	5	6

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	Bahrain UAE	7	1
From:	To:	No. of Days	No. of Trips
Norfolk, VA	Philadelphia, PA	7	2
	Groton, CT	5	1
	Bahrain UAE	7	1
From:	To:	No. of Days	No. of Trips
Pearl Harbor, HI	Philadelphia, PA	7	4
	San Diego, CA	7	2
	Agana Guam	10	2
	Yokosuka, Japan	10	2
Philadelphia, PA	San Diego, CA	5	1
	Pearl Harbor, HI	8	1
	Seattle, WA	5	1
	Norfolk, VA	3	4
	Jacksonville, FL	5	1
	Groton, CT	3	2
	Wash, DC	3	3
Seattle, WA	San Diego, CA	5	1
	Pearl Harbor, HI	5	1
	Philadelphia, PA	3	4
	Jacksonville, FL	5	1
	Diego Garcia	21	4
Kings Bay, GA	San Diego, CA	5	1
	Philadelphia, PA	5	2

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	Diego Garcia	21	4
	Seattle, WA	5	2

3.5 Security Clearance

3.5.1 Secret security clearance level will be required in accordance with the attached DD-254

3.6 Material:

3.6.1 Printing / Reproduction, LND server Software and hardware, C/D's, DVD's, folders, and government mandated training.

3.7 Staffing

3.7.1 The contractor shall supply skilled personnel to fulfill the staffing requirements as specified herein. When it is anticipated or becomes a fact that the standard staffing levels may not be met due to vacation, sick leave, or other non-scheduled personnel absences, the contractor must notify the Task Order Manager (TOM) as far in advance as possible. The TOM will determine whether a below-level standard staffing level may be maintained or if replacement personnel are necessary.

4.0 Task Order Manager:

Margaret Klodowsky
5001 S. Broad Street
Philadelphia, PA 19912-5083
(215) 897-7839
margaret.klodowsky@navy.mil

5.0 Deliverables:

- a. The Contractor shall provide a monthly report detailing the progress to date and identify plans for the next reporting period of support. It will include an up-to-date total hours expended and costs incurred report.
- b. Weekly System Utilization Report of overall support.
- c. PRE-POM and Closeout inspection reports in accordance with Para, 3.1.1, 3.1.2, and 3.1.3.
- d. Preservation and Completion inspection reports in accordance with Para, 3.1.1, and 3.1.6.
- e. Shipboard problem evaluations and corrective maintenance recommendations as requested by Ships Force or the local maintenance activity.
- f. Configuration & Improvement database update reports in accordance with Para, 3.1.1 thru 3.1.7.
- g. Conference reports in Contractor's format within ten days of conference completion as requested by the Government.
- h. Training Material Status reports and Training Material C/D duplication as requested by the Government.

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SECTION D PACKAGING AND MARKING

Packing and Marking shall be in accordance with Section D of the base contract.

Task Order Manager
NSWC Carderock Division - Philadelphia Division

Margaret Klodowsky
5001 S. Broad Street
Philadelphia, PA 19912-5083

(215) 897-7839
margaret.klodowsky@navy.mil

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed by the Government at destination by the Task Order Manager.

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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
1000 & 3000	ALL	FIVE (5) YEARS

(End of clause)

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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:

Task Order Manager
Margaret Klodowsky
5001 S. Broad Street
Philadelphia, PA 19912-5083

(215) 897-7839
margaret.klodowsky@navy.mil

DdI-G-21 TYPES OF ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS
This Task Order shall be issued on a Cost-Plus-Fixed-Fee (Term) basis.

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

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<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*)

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

Issue DODAAC	<u>N00167</u>
Admin DODAAC	<u>S3915A</u>
Pay Office DODAAC	<u>HQ0337</u>
Service Approver DODAAC	<u>N65540</u>
Ship To DODAAC	<u>N65540</u>
DCAA Auditor DODAAC	<u>HAA310</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:
<u>margaret.klodowsky@navy.mil</u>

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

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

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

(End of Clause)

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

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(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 176,600 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_(to be identified at the task order level) 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 680 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

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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 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)

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(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:

<u>ESTIMATED</u> <u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>ALLOTTED TO FEE</u>	<u>PERIOD OF</u> <u>PERFORMANCE</u>
100001	\$312,490.13	\$22,509.87	Five years after award
100002	\$559,701.00	\$40,299.00	Five years after award
100003	\$559,701.00	\$40,299.00	Five years after award
100004	\$275,177.87	\$19,822.13	Five years after award
100005	\$18,656.12	\$1,343.88	Five years after award
100006	\$18,656.12	\$1,343.88	Five years after award
100007	\$13,992.09	\$1,007.91	Five years after award
100008	\$510,400.00	\$39,600.00	Five years after award
100009	\$92,800.00	\$7,200.00	Five years after award
300001	\$ 16,000.00	N/A	Five years after award
300002	\$ 30,000.00	N/A	Five years after award
300003	\$ 80,000.00	N/A	Five years after award
300004	\$ 90,000.00	N/A	Five years after award
300005	\$ 5,000.00	N/A	Five years after 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 100001 through 100009 and 300001 through 300005 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.

(End of Clause)

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Accounting Data

SLINID	PR Number	Amount
100001	82185267	335000.00
LLA :		
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 081913340001		
300001	82185282	16000.00
LLA :		
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 081913340001		

BASE Funding 351000.00
Cumulative Funding 351000.00

MOD 01

100002	82556352	600000.00
LLA :		
AB 1781804 60BA 000 00060 R 068732 2D C2BNAL 636328B1ER4P N0006008RC2BNAL/AA		
300002	82556540	30000.00
LLA :		
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 081913340001		

MOD 01 Funding 630000.00
Cumulative Funding 981000.00

MOD 02

100003	90643022	600000.00
LLA :		
AC 97X4930 NH1C 000 77777 0 000167 2F 000000 091913310201		

MOD 02 Funding 600000.00
Cumulative Funding 1581000.00

MOD 03

100004	92531435	295000.00
LLA :		
AC 97X4930 NH1C 000 77777 0 000167 2F 000000 091913310201		
100005	92531448	20000.00
LLA :		
AD 97X4930 NH1C 000 77777 0 000167 2F 000000 091913310224		
100006	92531454	20000.00
LLA :		
AE 97X4930 NH1C 000 77777 0 000167 2F 000000 091913310225		
100007	92531464	15000.00
LLA :		
AF 97X4930 NH1C 000 77777 0 000167 2F 000000 091913310240		
300003	92531470	80000.00
LLA :		
AG 97X4930 NH1C 000 77777 0 000167 2F 000000 091913320401		

MOD 03 Funding 430000.00
Cumulative Funding 2011000.00

MOD 04

100008	02537389	550000.00
LLA :		
AH 1701804 60BA 257 00060 R 068732 2D C2BHAL 636320B1DR4Q		
Standard Number: N0006010RC2BHAL/AA		
This is associated with TI #4		
100009	02589143	100000.00
LLA :		

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AJ 1701804 70BA 257 00070 R 045924 2D CK1681 0007001681KP
Standard Number: N0007010RCK1681/AA
This is associated with TI #4

300004 02589181 90000.00

LLA :

AJ 1701804 70BA 257 00070 R 045924 2D CK1681 0007001681KP
Standard Number: N0007010RCK1681/AA
This is associated with TI#4

300005 02589189 5000.00

LLA :

AH 1701804 60BA 257 00060 R 068732 2D C2BHAL 636320B1DR4Q
Standard Number: N0006010RC2BHAL/AA
This is associated with TI #4

MOD 04 Funding 745000.00
Cumulative Funding 2756000.00

MOD 05 Funding 0.00
Cumulative Funding 2756000.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

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 in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.

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

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

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(4) Unsatisfactory

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

Table 1: Overall Performance Ratings

For The Evaluation Period

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

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

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

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

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

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

(f) Evaluation Schedule: Each performance evaluation will cover the previous twelve months of performance. The 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

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

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

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

TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

Criterion	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table(see SOW or elsewhere in the Task Order).	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per individual task order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

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TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

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

TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
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	Reports are clear, accurate, and proactive. Problems and/or trends are addressed thoroughly, and the

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analysis is also submitted. contractor's
recommendations and/or
corrective plans are
implemented and
effective.

See Attachment CAR-H10 PERFORMANCE REQUIREMENTS SUMMARY TABLE

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SECTION I CONTRACT CLAUSES

FAR Clause 52.224-2 entitled "Privacy Act (APR 1984)," included in the basic contract, is hereby invoked under this task order.

DFARS Clause 252.204-7000 entitled "Disclosure of Information (DEC 1991)," included in the basic contract, is hereby invoked under this task order.

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)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$127,028.00 or the overtime premium is paid for work --

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

Perf. Based Criteria

DD254

DD254 Attachments