

**DELIVERY ORDER**

**FINAL**

1. CONTRACT NO. N00178-04-D-4089		2. DELIVERY ORDER NO. EHP4		3. EFFECTIVE DATE 05/30/2008		4. PURCHASE REQUEST NO. N65540-08-NR-55010	
5. ISSUED BY NSWC, CARDEROCK DIVISION, PHILADELPHIA NAVSSSES Philadelphia PA 19112-1403 edna.tucker@navy.mil 215-897-7647				6. ADMINISTERED BY DCMA PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427			
7. CONTRACTOR NDI Engineering Company 100 Grove Rd. Thorofare NJ 08086-0518		CODE 4X596		FACILITY		8. DELIVERY DATE See Section F	
						9. CLOSING DATE/TIME  (hours local time -- Block 5 issuing office)	
						SET ASIDE TYPE	
						10. MAIL INVOICES TO See Section G	
11. SHIP TO  See Section D				12. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266			
		CODE HQ0337					
13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.				
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
NDI Engineering Company				Frank Walton			
NAME OF CONTRACTOR				SIGNATURE			
				TYPED NAME AND TITLE			
				DATE SIGNED			
14. ACCOUNTING AND APPROPRIATION DATA See Section G							
15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES		17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT	
See the Following Pages							
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.			21. UNITED STATES OF AMERICA  By: Albert Stracciolini			22. TOTAL  05/30/2008 CONTRACTING/ORDERING OFFICER	
						\$84,447.00	
SECTION	DESCRIPTION			SECTION	DESCRIPTION		
B	SUPPLIES OR SERVICES AND PRICES/COSTS			H	SPECIAL CONTRACT REQUIREMENTS		
C	DESCRIPTION/SPECS/WORK STATEMENT			I	CONTRACT CLAUSES		
D	PACKAGING AND MARKING			J	LIST OF ATTACHMENTS		
E	INSPECTION AND ACCEPTANCE						
F	DELIVERIES OR PERFORMANCE						
G	CONTRACT ADMINISTRATION DATA						

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. EHP4	PAGE 2 of 2
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**GENERAL INFORMATION**

**Performance Terms under this Task Order shall be for 12 months for the Base Year Period and (4) Option Year Periods (12 months) to be exercised at the discretion of the Government.**

**NOTES:**

- 1. This work is not currently being performed by any contractor.**
- 2. This Task Order is reserved/set-aside for only Small Business concerns as defined in clause H-5 of the contract.**

**This Task Order is to obtain one full-time Inventory Management Specialist for approximately 10,000 hours straight time and 2000 overtime hours, and one Program Manager for approximately 500 straight time hours. The Base year is for 12 months of effort and each Option for one man year of effort as indicated in the Statement of Work. Performance will be at the Naval Surface Warfare Center, Carderock Division, Philadelphia**

**This Task Order is subject to the Service Contract Act. The following FAR Clauses cited under Section I of the basic contract are as follows:**

- FAR 52-222-41 Service Contract Act of 1965, As Amended (MAY 1989)**
- FAR 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (MAY 1989)**

**TYPE OF CONTRACT: This is a firm-fixed price performance based task order.**

**The Basic Seaport Contract is scheduled to expire on 04 April 2009. The Period of Performance including Options specified herein assumes the Seaport Option will be exercised. In the event the option is not exercised, the period of performance of the resultant order will be modified accordingly.**

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CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. EHP4	PAGE 1 of 21
----------------------------------	----------------------------	-----------------

**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services	Qty	Unit	Unit Price	Total Price
2000	Provide Services of an Inventory Management Specialist for Supply and Provisioning Support Services For Warehouse Support and Management. (Straight Time) (TBD)	2000.0	LH	\$29.15	\$58,300.00
200001	Funding for CLIN 2000 in the amount of \$58,300				
2001	Provide Services of an Inventory Management Specialist for Supply and Provisioning Support Services For Warehouse Support and Management. (Overtime) (SCN)	400.0	LH	\$43.73	\$17,492.00
200101	Funding for CLIN 2001 in the amount of \$17,492				
2002	Provide Services of a Program Manager for Supply and Provisioning Support Services For Warehouse Support and Management. (Straight Time) (TBD)	100.0	LH	\$86.55	\$8,655.00
200201	Funding for CLIN 2002 in the amount of \$8,655				
5000	Provide Services of an Inventory Management Specialist for Supply and Provisioning	2000.0	LH	\$29.15	\$58,300.00

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. EHP4	PAGE 2 of 21
----------------------------------	----------------------------	-----------------

	Support Services For Warehouse Support and Management. (Straight Time) (TBD) Option			
5001	Provide Services of an Inventory Management Specialist for Supply and Provisioning Support Services For Warehouse Support and Management. (Overtime) (TBD) Option	400.0 LH	\$43.73	\$17,492.00
5002	Provide Services of a Program Manager for Supply and Provisioning Support Services For Warehouse Support and Management. (Straight Time) (TBD) Option	100.0 LH	\$89.15	\$8,915.00
5003	Provide Services of an Inventory Management Specialist for Supply and Provisioning Support Services For Warehouse Support and Management. (Straight Time) (TBD) Option	2000.0 LH	\$29.15	\$58,300.00
5004	Provide Services of an Inventory Management Specialist for Supply and Provisioning Support Services For Warehouse Support and Management. (Overtime) (TBD) Option	400.0 LH	\$43.73	\$17,492.00
5005	Provide Services of a Program Manager for Supply and	100.0 LH	\$91.82	\$9,182.00

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. EHP4	PAGE 3 of 21
----------------------------------	----------------------------	-----------------

	Provisioning Support Services For Warehouse Support and Management. (Straight Time) (TBD) Option			
5006	Provide Services of an Inventory Management Specialist for Supply and Provisioning Support Services For Warehouse Support and Management. (Straight Time) (TBD) Option	2000.0 LH	\$29.15	\$58,300.00
5007	Provide Services of an Inventory Management Specialist for Supply and Provisioning Support Services For Warehouse Support and Management. (Overtime) (TBD) Option	400.0 LH	\$43.73	\$17,492.00
5008	Provide Services of a Program Manager for Supply and Provisioning Support Services For Warehouse Support and Management. (Straight Time) (TBD) Option	100.0 LH	\$94.58	\$9,458.00
5009	Provide Services of an Inventory Management Specialist for Supply and Provisioning Support Services For Warehouse Support and Management. (Straight Time) (TBD) Option	2000.0 LH	\$29.15	\$58,300.00
5010	Provide Services of an Inventory	400.0 LH	\$43.73	\$17,492.00

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. EHP4	PAGE 4 of 21
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Management  
Specialist for  
Supply and  
Provisioning  
Support Services  
For Warehouse  
Support and  
Management.  
(Overtime) (TBD)  
Option

5011	Provide Services of a Program Manager for Supply and Provisioning Support Services For Warehouse Support and Management. (Straight Time) (TBD) Option	100.0 LH	\$97.41	\$9,741.00
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This firm fixed priced task order includes provisions for performance based payments.

The fully burdened labor rates in Section B above are firm fixed rates. The Level of Effort specified below is an estimate of the Government's requirements. Actual payment will be made based on the actual hours incurred during performance.

Option items are subject to Clause 52.217-9 contained in Section I and are to be supplied only if and to the extent said options are exercised

LEVEL OF EFFORT:

The level of effort for the performance of this contract is based upon an anticipated total estimated level of effort of 12,500 man-hours of direct labor. The estimated composition of the 12,500 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.

LEVEL OF EFFORT CHART

Labor Category	Base Period	Option 1	Option 2	Option 3	Option 4
Personnel	Date of Award Thru 12 mos. *ADC	12 mos. ADC to 24 mos. ADC	24 mos. ADC to 36 mos. ADC	36 mos. ADC to 48 mos. ADC	48 mos. ADC to 60 mos. ADC.
Inventory Management Specialist (ST)	2000	2000	2000	2000	2000
Inventory Management Specialist (OT)	400	400	400	400	400
Program Manager	100	100	100	100	100
TOTAL	2500	2500	2500	2500	2500

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. EHP4	PAGE 5 of 21
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\*AFTER DATE OF CONTRACT.

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. EHP4	PAGE 6 of 21
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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### SUPPLY / PROVISIONING SUPPORT

1.0 C/96 of the Naval Surface Warfare Center, Carderock Division, Philadelphia Site (NSWCCD, Phila) is responsible for providing engineering and technical support for various Communications, Surveillance, Integrated Bridge, Networking, and Hull, Mechanical, and Electrical systems, to the surface and submarine fleet. In support of this function, C/962 is responsible for acquisition and supply support associated with the management of the above materials purchased, received, warehoused, and moved / shipped, etc., in support of NSWCCD Phila and the submarine and surface fleet.

2.0 In support of the above, the contractor shall provide one (1) full-time Inventory Management Specialist, to be located on-site at NSWCCD, Phila., Philadelphia Navy Yard, Philadelphia, PA. and be responsible for providing support to NSWCCD, Phila C/962, associated with the supply management of materials (including SUBSAFE, Confidential) purchased, received, warehoused, moved / shipped, etc., at various buildings within the NSWCCD, Phila organization, and supporting facilities located at the Philadelphia Naval Yard complex, as well as the pick-up / delivery of materials at airports and Military bases with a 250 mile one-way limitation. Duties associated with this position shall consist of the following:

a. Position / allocate material of components to meet staging requirements utilizing Government Furnished Equipment (consisting of trucks, vans, fork trucks, hand trucks, cranes, etc.). Includes the on / off loading of material received / presented to / from Government / private trucking arrangements.

b. Coordinate the receipt and movement of material / equipment, both within the NSWCCD Phila, the Philadelphia Navy Yard complex, as well as the shipment of material to various Naval and private Shipyards, Naval Bases (both within / outside the continental United States), and private contractor facilities.

c. Maintain NSWCCD C/962 Databases (c/o Shipping and Receiving, SUBSAFE, MILSTRIP (Supply), Simplified Acquisition, Material Movement / Handling / Storage / Shipping.)

d. Open / fabricate / modify shipping containers, boxes, packages, etc., by the use of various Government Furnished tools (i.e., hammers, screw drivers, hand drills, pry-bars, circular saws, etc.)

e. Attend / maintain annual SUBSAFE / Security testing required for NSWCCD personnel involved with the handling of SUBSAFE and Confidential material and equipment.

f. Possess and maintain a valid drivers license, along with receiving the appropriate Government training required for

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. EHP4	PAGE 7 of 21
----------------------------------	----------------------------	-----------------

Government fork truck operators license, and Category III crane operators license. Any training, with the exception of training uniquely available from the Navy, will be provided at the contractor's expense. Examples of training uniquely available from the Navy applicable to this requirement include NAVFAC crane operator and fork truck training.

3.0 Performance Period: The performance period for completion of work under this order shall consist of one (1) 14 months for the base year and a four (4) year option, for a total of no more than sixty (60) months.

4.0 Place of Performance: The place of performance is on-site at NSWCCD Philadelphia, and throughout the Philadelphia Navy Yard complex.

5.0 Overtime: Overtime may be required as specified in Level of Effort Chart to support the mission.

6.0 Task Order Manager: Ann M. Graves, NSWCCD Code 96343, 215-897-8734

7.0 Safety Requirements: The contractor shall comply with all Navy / Division Occupational Safety and Health Regulations.

8.0 Security Clearance: The Inventory Management Specialist will be required to possess a Confidential Security Clearance (DD FORM 254) for this position.

The contractor shall supply skilled personnel to fulfill the full-time staffing requirements. 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 a replacement personnel is necessary.

All required training necessary to obtain any licenses/qualifications required hereunder shall be provided at the contractor's expense. The Government will not reimburse the contractor for such efforts.

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. EHP4	PAGE 8 of 21
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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)

All deliverables shall be packaged & marked IAW Best Commercial Practice.

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. EHP4	PAGE 9 of 21
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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and Acceptance shall be performed at Destination by the Government.

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. EHP4	PAGE 10 of 21
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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are estimated at:

DATE OF AWARD THRU 12 MONTHS (YEAR 1 ) \*ADC

CLIN 2000  
CLIN 2001  
CLIN 2002

The period of performance for the following option items are estimated at:

12 MONTHS ADC THRU 24 MONTHS ADC (YEAR 2)

CLIN 5000  
CLIN 5001  
CLIN 5002

24 MONTHS ADC THRU 36 MONTHS ADC (YEAR 3)

CLIN 5003  
CLIN 5004  
CLIN 5005

36 MONTHS ADC THRU 48 MONTHS ADC (YEAR 4)

CLIN 5006  
CLIN 5007  
CLIN 5008

48 MONTHS ADC THRU 60 MONTHS (YEAR 5)

CLIN 5009  
CLIN 5010  
CLIN 5011

\*AFTER DATE OF CONTRACT

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. EHP4	PAGE 11 of 21
----------------------------------	----------------------------	------------------

## SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager  
Ann Hengy, 96343  
4700 S. Broad Street  
Philadelphia, PA 19125  
ann.hengy@navy.mil

### CAR-G10 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (FEB 2006) (NSWCCD)

This clause applies to the extent the clause at DFARS 252.232-7003, "Electronic Submission of Payment Requests" appears elsewhere in this contract. This clause provides supplemental information with respect to the electronic submission of payment requests under DFARS 252.232-7003.

The Defense Finance and Accounting Service (DFAS) has limited electronic processing of contractor payment requests to the Wide Area WorkFlow Receipt and Acceptance (WAWF-RA) form identified in the clause at DFARS 252.232-7003. However, an interface between the Naval Surface Warfare Center, Carderock Division (NSWCCD) financial system and WAWF-RA is not available. As a result, NSWCCD cannot process invoices submitted by the contractor for payment via the WAWF-RA. NSWCCD is currently working with the WAWF-RA program office to develop an interface between the NSWCCD financial system and WAWF-RA.

Unless the contractor and the contracting officer agree to an alternate method, the contractor shall submit payment requests, using other than an electronic form, in accordance with the applicable payment clauses of this contract.

The contractor agrees to comply with the clause at DFARS 252.232-7003 when notified by the contracting officer that the interface between the NSWCCD financial system and WAWF-RA is available and capable of processing invoices submitted electronically by the contractor for payment.

(End of Clause)

### 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



CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. EHP4	PAGE 13 of 21
----------------------------------	----------------------------	------------------

invoice is 5 megabytes.

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

Send Additional Email Notification To:
<a href="mailto:ann.hengy@navy.mil">ann.hengy@navy.mil</a>

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

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

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

(End of Clause)

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Accounting Data
SLINID  PR Number          Amount
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200001  81376238             58300.00
LLA :
AA 1781811 H235 WAWZA 0 068342 2D 000000 210441000000
Standard Number: N0002408WX21772 / AA

200101  81376238             17492.00
LLA :
AB 1781811 H235 WAWZA 0 068342 2D 000000 210441000000
Standard Number: N0002408WX21772 / AA

200201  81376238             8655.00
LLA :
AC 1781811 H235 WAWZA 0 068342 2D 000000 210441000000
Standard Number: N0002408WX21772 / AA
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## SECTION H SPECIAL CONTRACT REQUIREMENTS

CAR H07 Prospective Fee Amount Reduction Incentive Plan (APR 2004) (NSWCCD) can be found as an attachment.

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

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. EHP4	PAGE 15 of 21
----------------------------------	----------------------------	------------------

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 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
	Work product fails to meet Acceptable Quality Levels (AQLs) defined	Work product routinely meets Acceptable Quality Levels (AQLs)	Work product frequently exceeds Acceptable Quality Levels (AQLs)

Task Performance	in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).	defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).	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.

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
CostManagement	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent. Reports are clear, accurate, and pro-active.
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.	Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

See Attachment CAR-H10 PERFORMANCE REQUIREMENTS SUMMARY TABLE

#### H-5 TASK ORDER PROCESS

J. Ombudsman Description. In accordance with FAR 16.505(a)(7), no protest under FAR Subpart 33.1 is authorized in connection with PCO decisions regarding fair opportunity or the issuance of a TO under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract. The Local Warfare Center Site Deputy for Small Business has been designated as the NAVSEA and related Program Executive Offices Ombudsman for this contract. The NAVSEA Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Complaints to the NAVSEA Ombudsman must be forwarded to:

Mr. Ted Ptashkin

215-897-7596

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

(a) The Government may extend the term of this task order under option CLINs/SUBCLINs by written notice to the Contractor on or before the date the performance period expires provided, that the Government gives the Contractor a

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. EHP4	PAGE 18 of 21
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preliminary written notice of its intent to exercise the option(s) at least thirty days before the task order expires. The preliminary notice does not commit the Government to an extension.

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

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. EHP4	PAGE 19 of 21
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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)

### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Inventory Management Specialist - \$25.00

Fringes are as follows:

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. EHP4	PAGE 20 of 21
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Health and Welfare: \$3.16 per hour or \$126.40 or \$547.73 per month  
(End of Clause)

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)  
(End of Clause)

52.222-41 Service Contract Act (1965)

CONTRACT NO. N00178-04-D-4089	DELIVERY ORDER NO. EHP4	PAGE 21 of 21
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## **SECTION J LIST OF ATTACHMENTS**

Performance Based Standards

DD 254

DOL Wage Determination No. 2005-2449 REV 4 dated 07/27/07