

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
	U	1 2

2. AMENDMENT/MODIFICATION NO. 12	3. EFFECTIVE DATE 09-Sep-2013	4. REQUISITION/PURCHASE REQ. NO. 1300372627	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N65540	7. ADMINISTERED BY (If other than Item 6) CODE	S1403A

NSWC, CARDEROCK DIVISION, PHILADELPHIA
NAVSSSES
Philadelphia PA 19112-1403
ryan.greer1@navy.mil 215-897-7566

DCMA TACTICAL WHEELED VEHICLES CHICAGO
1523 WEST CENTRAL ROAD, BLDG. 203
ARLINGTON HEIGHTS IL 60005-2451

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Alion - IPS Corporation 1000 Burr Ridge Parkway, Suite 202 Burr Ridge IL 60527	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4066-EHP1
	10B. DATED (SEE ITEM 13) 30-Sep-2008
CAGE CODE 3UWB7	FACILITY CODE

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)
SEE SECTION G

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

(*)	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 type="checkbox"/>	
<input 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 checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

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)
15B. CONTRACTOR/OFFEROR	16C. DATE SIGNED
(Signature of person authorized to sign)	09-Sep-2013
	(Signature of Contracting Officer)

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

1. The purpose of this modification is to (1) provide incremental funding in the amount of _____ for work associated with Technical Instruction (TI) #15, by establishing CLIN/SLIN 100021; (2) add Accounting and Appropriation data to Section G; and (3) note revisions to Section G clause.

(1) The total amount of funds obligated to the task is hereby increased from \$ _____ by _____ to _____ by establishing the following CLIN/SLINs:

CLIN/SLIN	TYPE OF FUND	FROM (\$)	BY (\$)	TO (\$)	
100021	OTHER	0.00			(Labor)

As a result of this action, the total amount of funding obligated and available for payment under this order is _____. It is estimated the funding under this order will cover the cost of performance in association with the work under TI-15 through 30 September 2013.

In accordance with contract clause 52.232-22, the Government is not obligated to reimburse the contractor for any costs incurred in excess of _____, unless additional funds are made available and obligated under this order in a subsequent modification.

Note: The contractor is not authorized to start performance associated with the funding cited in an applicable Technical Instruction (TI) until the TI is signed by the Contracting Officer, the Contracting Officer's Representative and the Contractor.

(2) The Accounting and Appropriation Data added to Section G is as follows:

MOD 12

(3) Section G clause entitled "SEA clause 5252.232-9104, Allotment of Funds - Alternate I (Jan 2008)" has been revised to read as follows:

ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE
100021		

2. The total value of the order is hereby increased from \$ _____

3. The end of task order performance is 30 September 2013 assuming all options are exercised.

4. All other terms and conditions of this task order remain unchanged.

*A conformed copy of this task order is attached to this modification for informational purposes only.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C DESCRIPTIONS AND SPECIFICATIONS

The services to be performed under this task order are considered performance based and will be evaluated by the Government in accordance with Clause No. CAR-H09 - Performance-Based Acquisition Evaluation Procedures for a Seaport-e Task Order (MAY 2007).

1.0 SCOPE: Provide engineering and technical support services for the Navy Diesel and Gas Turbine Engine Exhaust Emissions Program. These services will be applied to the development, modification, and maintenance of the Engine Emission Calculator (EEC) database and forecast module; annual ship, service craft, and small boat exhaust emission inventories; data collection and analysis from the Fleet and field activities; incorporation of legislative maintenance requirements into maintenance documentation; translation of technical acquisition requirements of commercial-compliant engine models into acquisition process documentation and development of acquisition process improvements to ensure technical requirements met; studies pertaining to exhaust emission control; and engineering, program, and analytical support for Navy pilot emissions testing and evaluation; and technical review of draft and final regulatory documents. This technical support shall be provided to the Diesel Engine and Power Transmission Branch (Code 931) of the Propulsion and Power Systems Division (Code 93) – a division within the Naval Surface Warfare Center, Carderock Division, Philadelphia Site (NSWCCD-Philadelphia) Machinery Research and Engineering Department (Code 90).

1.1 STATEMENT OF WORK

1.1.1 Task A. Engine Emission Calculator (EEC) Technical Support

The contractor shall support upgrades to the EEC by collecting required proprietary data from engine OEMs and segregating that data within the EEC; and manipulating calculation algorithms, characteristics of vessels, associated engines, profiles for wartime/peacetime and restricted/unrestricted operation, emission factors, and fuel type properties, and consumption rates necessary for accomplishing the calculations.

The services include expanding the EEC to include other services' vessels, including the Military Sealift Command (MSC), Marine Corps (USMC), and Army vessels, engines, operating profiles, emission factors, and fuel properties.

The contractor shall support the development of the EEC forecast model based on future emission standards and projections of Fleet composition, commercial emission control technology, fuel properties and conduct analyses and sensitivity studies of Navy near-, mid-, and long-term marine diesel engine cumulative and operation-specific emissions and compliance issues.

The contractor shall periodically update and expand the EEC ship, service craft, and small boat data. For service craft and boats use the latest CBSS21 downloaded data and update every three months. Use active ships list from the Naval Vessel Register (NVR) received by code developers at U.S. Army Engineer Research and Development Center's (ERDC) Construction Engineering Research Laboratory (CERL) every six months.

The contractor shall periodically coordinate with the EEC developers at ERDC-CERL on the development of the upgrades and data.

The contractor shall have access to the Internet version of the EEC and its associated maintenance database, in order to conduct frequent updates to the EEC. The contractor shall also have PKI certificates for access to the Craft & Boat Support System (CBSS21) and Shipboard Automated Maintenance Management (SAMM) databases, in order to obtain EEC ship/engine data from the NVR, CBSS21, SAMM, and Open Architecture Report System (OARS). The contractor shall be familiar with and able to model vessel operation according to mission and model various engine systems according to application.

1.1.2 Task B. Emission Inventory Technical Support

The contractor shall develop annual Navy and/or other services' ship, service craft, and small boat constituent exhaust emission inventories using NVR, CBSS21, and NEURS data and greenhouse gas inventories using World

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Resources Institute / World Business Council For Sustainable Development (WRI/WBCSD) protocol.

The contractor shall analyze the California Air Resources Board (CARB) methodology for marine exhaust emission inventory, identify algorithm differences, modify the Navy methodology and algorithms to permit direct comparison, and revise 2004 CARB Military Harborcraft Inventory using the revised Navy algorithms.

The contractor shall retrieve compliance data from engine OEMs and shipyards, operational data from the Fleet and field activities, and provide other exhaust emission inventory support as prescribed by the TPOC.

1.1.3 Task C. Maintenance Documentation Technical Support

Determine whether all legislative maintenance requirements of IMO, EPA, European Union (EU), and CARB are included in engine OEM maintenance.

Develop notification process for new engine models entering Fleet and measures to streamline ensuring maintenance compliance documentation in place prior to new engine models entering service.

Incorporate legislative maintenance requirements of IMO, EPA, EU, and CARB into maintenance documentation, including technical manuals, Periodic Maintenance System (PMS), and Allowance Parts List (APL).

1.1.4 Task D. Commercial-Compliant Engine Selection Process Technical Support

Determine measures and associated procedures required to ensure commercial-compliant engine model types for new build/SHIPALT and navigate tier-straddling vessel build periods.

Develop cut and paste American Bureau of Shipbuilding (ABS) acquisition specification language and translation into Capabilities Development Document (CDD) and Contracts Data Requirements List (CDRL) requirements.

1.1.5 Task E. Exhaust Emission Control Study Technical Support

Conduct emission control technology studies based on IMO, EPA, EU, and CARB regulatory requirements and a spectrum of compliance strategies.

1.1.6 Task F. Navy Pilot Emissions Testing and Evaluation Support

Conduct test data reduction and analysis.

Report test results.

Provide assistance in resolving final configuration issues and troubleshoot operational problems of installed and/or fielded systems.

Facilitate shipment of equipment, when required, to and from the test site.

Prepare grant applications for retrofitting select vessels.

1.1.7 Task G. Draft and Final Regulatory Document Review Technical Support

Conduct short-lead-time reviews of technical aspects of regulatory documents.

Contractor shall be knowledgeable about current and historical development process of CARB, EPA, and IMO regulatory documents, compliance, and exemption criteria, and associated Navy compliance policy.

2.0 REQUIREMENTS

The contractor will be performing for the following:

2.1 Accomplishment of all engineering, technical and support services, incidental material and computer service time required to support this task order.

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2.2 The contractor is required to identify a singular technical POC assigned to manage all of the efforts identified herein upon task order award.

2.3 Provide material identified as contractor furnished or incidental materials to accomplish the task order.

3.0 DELIVERABLES

3.1 Final technical report for each subtask, including comments and recommendations on review of engineering data.

3.2 Progress and monthly financial/status report shall be submitted on or about the tenth working day of each month and include the accomplishments for the prior month future work anticipated, man-hours utilized, and funds expended

4.0 GOVERNMENT FURNISHED INFORMATION

Within fourteen (14) working days of request, the contractor shall be furnished by the TPOC all documentation required from the Government and not otherwise obtainable by the contractor directly from the Government. This documentation may include items such as the following: emissions analysis calculations or algorithms, not-yet-published draft regulations, and test results.

5.0 TRAVEL

5.1 Travel requirements for the five-year period are estimated to be as follows:

City	Days	# of trips
Philadelphia, PA	2	20
Philadelphia, PA	5	5
Washington, DC	2	5
San Francisco, CA	5	5

6.0 SECURITY REQUIREMENTS

The highest level of security required under this contract is CONFIDENTIAL, as designated on the DD Form 254 attached to this contract. The Contractor is responsible for acquiring and maintaining security clearances at the level(s) required under this contract.

7.0 SCHEDULE

The TOM is responsible for all interfaces with the contractor. Specific tasking will be provided by the TOM via the issuance of Technical Instructions (TI).

8.0 TASK ORDER MANAGER (TOM)

The TOM for this task order will be Mr. Jonathan DeHart, NSWCCD-SSES, Code 931, Philadelphia, PA. He can be contacted at jonathan.dehart@navy.mil or 215-897-7698.

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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)

N65540
Task Order Manager
Jonathan C DeHart, 931
1000 Kitty Hawk Ave.
Philadelphia, PA 19112
jonathan.dehart@navy.mil
215-897-7698

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SECTION E INSPECTION AND ACCEPTANCE

N65540
Task Order Manager
Jonathan C DeHart, 931
1000 Kitty Hawk Ave.
Philadelphia, PA 19112
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215-897-7698

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

1000	7/19/2008 - 7/18/2013
3000	7/19/2008 - 7/18/2013

CLIN - DELIVERIES OR PERFORMANCE

52.211-8 TIME OF DELIVERY (JUNE 1997)

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

ITEM NO.	QUANTITY	AFTER DATE OF TASK ORDER AWARD
1000 and 3000 (End of clause)	All	5 years

DELIVERY INFORMATION

FOB: Destination

SHIP TO ADDRESS:

N65540
Task Order Manager
Jonathan C DeHart, 931
1000 Kitty Hawk Ave.
Philadelphia, PA 19112

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager

N65540
Jonathan C DeHart, 931
1000 Kitty Hawk Ave.
Philadelphia, PA 19112
jonathan.dehart@navy.mil
215-897-7698

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

- 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

Issue DODAAC	<u>N00167</u>
Admin DODAAC	<u>S1403A</u>
Pay Office DODAAC	<u>HQ0339</u>
Service Approver DODAAC	<u>N65540</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u>HAA643</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:
jonathan.dehart@navy.mil

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

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

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or 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 22,000 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

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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 84 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) 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

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furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

(End of Clause)

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

See Section G

(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 100001-100012 and 300001-300004 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.

Accounting Data

SLINID	PR Number	Amount
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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.

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

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

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

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

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

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

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

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

TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

Criterion	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task 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.

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	Contractor routinely communicates with	Contractor takes a proactive approach

government in an effective and timely manner.	government in an effective and timely manner.	such that communications are almost always clear, effective, and timely.
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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. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.
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.	

See Attachment CAR-H10 PERFORMANCE REQUIREMENTS SUMMARY TABLE

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

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SECTION I CONTRACT CLAUSES

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 \$2,000.00 or the overtime premium is paid for work --

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

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

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

CAR-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

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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 - DoD Security Classification Specification DD form 254

Attachment II - PERFORMANCE REQUIREMENTS SUMMARY TABLE CAR-H10

Attachment III - Burn Rate Analysis Template (Monthly Report)

Attachment IV - Incurred Cost Report Template (Monthly Report)