### AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<table>
<thead>
<tr>
<th>1. CONTRACT ID CODE</th>
<th>2. AMENDMENT/MODIFICATION NO.</th>
<th>3. EFFECTIVE DATE</th>
<th>4. REQUISITION/PURCHASE REQ. NO.</th>
<th>5. PROJECT NO. (if applicable)</th>
<th>6. ISSUED BY</th>
<th>7. ADMINISTERED BY (if other than Item 6)</th>
</tr>
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<td>N00167</td>
<td>28-Mar-2011</td>
<td>11-VLW-028</td>
<td>N/A</td>
<td>NSWC, CARDE ROCK DIVISION, MARYLAND</td>
<td>DCMA TACTICAL WHEELED VEHICLES CHICAGO</td>
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### 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

### 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.

### 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.
- 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).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)
- D. OTHER (Specify type of modification and authority)

### IMPORTANT:

Contractor [ ] is not, [X] is required to sign this document and return 1 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

<table>
<thead>
<tr>
<th>15A. NAME AND TITLE OF SIGNER (Type or print)</th>
<th>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kim A. Goldfine, Lead Contracts Administrator</td>
<td>, Contracting Officer</td>
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<tr>
<td>/s/Kim A. Goldfine</td>
<td>25-Mar-2011</td>
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NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

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

The purpose of this modification is to extend the end of the period of performance, at no additional cost to the Government, from 14 December 2010 to 22 July 2011. This extension is required due to Government delays in providing funding to the contractor for completion of the tasking. Consideration is not required from the contractor because it was through no fault of the contractor.

All other terms and conditions remain unchanged.

A conformed copy of this Task Order is attached to this modification for informational purposes only.
### SECTION B SUPPLIES OR SERVICES AND PRICES

**CLIN - SUPPLIES OR SERVICES**

For Cost Type Items:

<table>
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<tr>
<th>Item</th>
<th>Supplies/Services</th>
<th>Qty</th>
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RDT&E (TBD)

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  SCN (TBD)

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SCN (TBD)

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SCN (TBD)

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300026 Incremental Funding
SCN (TBD)

300027 Incremental Funding
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RDN (OTHER)

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OMN (O&M,N)

300030 Incremental Funding
OMN (O&M,N)

300031 Incremental Funding
RDN (OTHER)

Note: The fee percentage authorized to be applied to the prime contractor and subcontractor labor costs is under this task order.
SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

INTRODUCTION

The contractor shall provide technical support services for the design, development, manufacture, installation, inspection, and ILS of advanced propulsors and standard Navy propellers. This technical support shall be provided to NSWCCD Codes 508, 6102, 725, and 932. Support activities fall into five (5) functional areas.

1. Propulsor Design and Development – This functional area involves technical support to the hydrodynamic, structural, and acoustic codes at NSWCCD involving advanced propulsor design development for Navy Submarines. The contractor shall provide design models and detailed drawings, specifications, designs and prototypes for acoustic features, inspection and tolerance requirements, and design inspection points and splines. The contractor shall also perform finite element analyses, fatigue methodology evaluations, crash-back stress analysis, manufacturability evaluations, and evaluations of hydrodynamic design surface models.

The contractor also is required to develop propeller drawings and to design propeller gauges and develop standard gauge drawings. Activities include: importing IGES files and performing surface validation, developing the cylindrical section splines, incorporating latest guidance changes from NSWC, developing the table of offsets in accordance with the Navy Standard Drawing, developing all hydrodynamic parameter values, and designing special feature details and dimensions and associated installation procedures.

This functional area also includes providing technical support to the hydrodynamic, manufacturing, and program office codes at NSWCCD involving advanced propulsor manufacturing technology for Navy Submarines. The contractor shall provide technical support and evaluations in the areas of foundry technology and practice, advanced inspection technology, and producibility improvements.

2. Propulsor Prototypes - The contractor shall design and procure prototype propulsor special features, unique inspection gauges, and specialized tooling to support NSWC testing and prototype propulsor manufacturing.

Specific activities and the deliverables shall include:

• Verify accurate transfer of the design of record by use of Praxiteles Geometric Modeling Software and the VA Class Design Transfer Specification.

• Design gauges to satisfy dimensional requirements including 3D model of tip attachment gauges.

• Establish tolerances that will ensure that their application or use will satisfy final certification that the part is in tolerance.

• Perform FEA to ensure structural and shock load adequacy, or for gauges and tooling, that the distortion from use does not impact the function or the inspection results.

• Produce detailed manufacturing drawings and a procurement specification.

• Assist in the evaluation of potential vendors and procure equipment based on manufacturing capabilities, delivery, and price.

• Obtain a full set of certification paperwork from manufacturer.

• Write application procedures to instruct the user.
3. Propulsor Manufacturing Engineering - This functional area involves providing technical support during the manufacture and inspection of the rotor and fixed propulsor. Technical support activities include:

- Engineering review of changes to manufacturing plans, procedures, and tooling concepts.

- Support the use of PROPVAL inspection analysis software at Naval Foundry & Propeller Center (NFPC). Modify the computer program and design files to accommodate changes to the hydrodynamic design of a rotor, and changes to required tolerances, analysis requirements, and computer output graphics.

- Review manufacturing waiver and deviation requests and provide recommendations for disposition. Evaluate and analyze hydrodynamic contour deviations and provide part specific analyses to hydrodynamic designers.

- Review and evaluate design changes in the form of Configuration Control Requests (CCRs) or Engineering Report Forms (ERF) and prepare and submit ERF/CCRs for required drawing changes.

- Evaluate manufacturer’s inspection plans and proposed inspection processes for compliance with drawing I-Points and specified tolerances.

- Analyze dimensional inspection data from the Automated Propeller Optical Measurement System (APOMS) laser scanner for surface coverage, data density, and adherence to specified tolerances. Determine cropping angles for scans to minimize shingling, but maintain coverage.

- Evaluate tooling inspection data to certify use for hydrodynamic inspection.

- Using demonstrated analysis software and modeling techniques, perform computer simulations of casting solidification and provide evaluations of casting shrinkage and cooling rates to NFPC along with recommendations for improvements in mold design.

- Evaluate machining process plans and methodology and provide input in achieving tolerances.

- Provide technical support during final assembly operations. Analyze final assembly inspection data to determine as-built hydrodynamic parameter deviations. Support the proper use of ASQUAL analysis software.

- Review detailed manufacturing schedules for realism and consistency with experience, provide tracking schedules, and make recommendations for productivity improvements.

4. Propulsor Production Metrics – This functional area involves the evaluation, analysis, and tracking of propulsor manufacturing and inspection data for the purpose of monitoring production processes, and documenting the as-built condition of propulsor components. Specific activities include

- Track hydrodynamic parameter and contour deviations over time on rotor and stator blades.

- Analyze hydrodynamic and non-hydrodynamic deviations using statistical process control parameters. Provide evaluations and recommendations regarding the findings.

- Identify appropriate content for VA Class As-Built Database and input data.

- Determine final as-built hydrodynamic parameters for blade assembly deviations using ASPAR software.

- Compare manufactured deviations of hydrodynamic contours to those of tested LSV rotors.

5. Propulsor Management and Life Cycle Support – The contractor shall provide program management support for propulsor programs and life cycle support for advanced propulsors.

Program management support includes:
Risk analysis

Strategic plans and acquisition strategy

Readiness evaluations

Manufacturing and project schedule development

Manufacturing and assist in the development of cost estimates.

Life cycle technical support activities include:

- Maintenance requirements, manuals, and procedures
- Training programs
- Repair tooling and gauge design, drawings, and procedure development
- ILS requirements and support of spare storage facilities
- SRA planning, support, and inspection activities
- Procedures, software, and forms for field and repair inspections
- Evaluation of repair and change-out facilities

PERSONNEL REQUIREMENTS

Advanced Submarine Propulsor Program Manager (Key Personnel):

1. Should have 25 years of technical and program management related experience. Desired 15 years experience shall be directly related to the design, manufacturing, inspection and ILS for advanced submarine propulsors.

2. Experience leading propulsor projects including; development of custom software for analyzing the geometric tolerances, implementation of propulsor ILS and training, and development and implementation tolerances and inspection process for both propulsor manufacturing and repair.

3. Bachelor’s degree in engineering or science from an accredited college. Master’s degree in engineering or science or an MBA.

Advanced Submarine Propulsor Design Project Engineer (Key Personnel):

1. Should have 15 years technical experience directly related to the design, production, and repair of advanced submarine propulsors. Desired 5 years of that experience should be at an actual propeller manufacturing facility.

2. Experience leading propulsor design projects including 3D CAD modeling, manufacturing drawings, finite element structural analysis, acoustic feature design, computer-aided casting simulation, casting mold design, inspection tooling and gage design, and rotating unbalance vibration analysis.

3. Master’s degree in science or engineering from an accredited college.

Advanced Submarine Propulsor Software Project Engineer (Key Personnel):

1. Should have of 15 years of technical experience directly related to the development of software for propulsor geometric inspection and analysis.
2. Experience leading propulsor manufacturing and inspection software projects including manipulation/interrogation of 3D NURBS surface geometry, analysis of laser inspection cloud data, 6 degree-of-freedom localization algorithms, and propulsor hydrodynamic parameter computation and analysis. Specific experience with the US Navy’s Praxiteles, and PropVal software packages is required.

3. Master’s degree in engineering, computer science or mathematics from an accredited college.

Senior Manufacturing Engineer (non-Key Personnel)

The Senior Manufacturing Engineer shall have:

1. Minimum of 10 years technical experience directly related to the production, repair, inspection and maintenance of advanced submarine propulsors. Shall have experience with the Configuration Control Request database (CCR), the Propulsor Engineering Report Form database (ERF), and Advanced Propulsor As-Built databases.

2. Bachelor’s degree in science or engineering from an accredited college.

Senior Mechanical Engineer (non-Key Personnel)

The Senior Mechanical Engineer shall have:

1. Minimum of 10 years technical experience directly related to the production, repair, inspection and maintenance of advanced submarine propulsors or similar turbo-machinery.

2. Bachelor’s degree in engineering from an accredited college.

Senior Software Engineer (non-Key Personnel)

The Senior Software Engineer shall have:

1. Minimum of 10 years of technical experience directly related to the development of software for US Navy propulsor geometric inspection and analysis.

2. Bachelor’s degree in engineering, computer science or mathematics from an accredited college.

Mechanical Engineer (non-Key Personnel)

The Mechanical Engineer shall have:

1. Minimum of 2 years of engineering experience directly related to the design, analysis, inspection and ILS for advanced submarine propulsors and tooling.

2. Bachelor’s degree in engineering from an accredited college.

Mechanical Designer (non-Key Personnel)

The Mechanical Designer shall have:

1. Minimum of 2 years of 3D CAD design experience related to the design, manufacturing, inspection and ILS for advanced submarine propulsors and tooling. Must have experience with complex CAD surface design and analysis.

2. Associate’s degree in engineering or computer technology.

Senior Technician (non-Key Personnel)
The Senior Technician shall have:

1. Minimum of 20 years related technical experience with minimum 5 years submarine experience. Must have experience in development and maintenance of configuration management databases and Gantt charts for propulsor manufacturing and ILS projects.

2. Associate degree in engineering or computer technology, or equivalent military training.

Senior Logistician (non-Key Personnel)

The Senior Logistician shall have:

1. Minimum of 20 years related technical experience with minimum 5 years submarine experience. Must have experience in development of advanced propulsor as-built configuration databases, propulsor spare parts and tooling databases, and evaluation of industrial facility overhaul/change-out capabilities for propulsors.

2. Associate degree in engineering or computer technology, or equivalent military training.

CORE COMPETENCIES

1. Propulsor design and manufacturing drawing development including design of acoustic features and development of contour surfaces.


4. Mold design, pattern design and computer simulation of casting solidification of propulsor casting alloys.

5. Design and drawing development of Navy Standard Gauges as well as specialized repair inspection gauges.

6. Manufacturing and inspection requirements for Propulsors and evaluation of manufacturing deviations and waivers.

7. Development, modification, and support of PROPVAL software for evaluation of propulsor blades and ASQUAL software for evaluation of propulsor assembly tolerances.

8. Maintenance and ILS requirements of Propulsors. Design and development of tooling, inspection processes, and procedures for propulsor repair.
SECTION D PACKAGING AND MARKING

Package and marking shall be in accordance with Section D of the base IDIQ contract. All reports delivered by the Contractor to the Government under this task order 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) Name of Requiring Activity

MARKED FOR:
N00167
Naval Surface Warfare Center
Carderock Division

9500 MacArthur Blvd.
West Bethesda, MD 20817-5700
SECTION E INSPECTION AND ACCEPTANCE

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


SECTION F DELIVERABLES OR PERFORMANCE

52.211-8 TIME OF DELIVERY (JUN 1997)

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

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<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>YEARS AFTER DATE OF TASK ORDER</th>
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<tr>
<td>1000 &amp; 3000</td>
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</tr>
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(End of clause)

DELIVERY INFORMATION

FOB: DESTINATION

N00167

Naval Surface Warfare Center
Carderock Division

9500 MacArthur Blvd.

West Bethesda, MD 20817-5700
SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager

9500 MacArthur Blvd.
West Bethesda, MD 20817-5700

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 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 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

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:

<table>
<thead>
<tr>
<th>ESTIMATED ITEM(S)</th>
<th>ALLOTTED TO COST</th>
<th>ALLOTTED TO FEE</th>
<th>PERIOD OF PERFORMANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>100001</td>
<td>$25,967.00</td>
<td>$1,963.00</td>
<td>4 Years</td>
</tr>
<tr>
<td>100002</td>
<td>$105,987.00</td>
<td>$8,013.00</td>
<td>4 Years</td>
</tr>
<tr>
<td>100003</td>
<td>$85,534.00</td>
<td>$6,466.00</td>
<td>4 Years</td>
</tr>
<tr>
<td>100004</td>
<td>$84,604.00</td>
<td>$6,396.00</td>
<td>4 Years</td>
</tr>
<tr>
<td>100005</td>
<td>$29,751.00</td>
<td>$2,249.00</td>
<td>4 Years</td>
</tr>
<tr>
<td>100006</td>
<td>$16,735.00</td>
<td>$1,265.00</td>
<td>4 Years</td>
</tr>
<tr>
<td>100007</td>
<td>$56,713.00</td>
<td>$4,287.00</td>
<td>4 Years</td>
</tr>
<tr>
<td>100008</td>
<td>$34,399.00</td>
<td>$2,601.00</td>
<td>4 Years</td>
</tr>
<tr>
<td>100009</td>
<td>$22,313.00</td>
<td>$1,687.00</td>
<td>4 Years</td>
</tr>
<tr>
<td>100010</td>
<td>$55,783.00</td>
<td>$4,217.00</td>
<td>4 Years</td>
</tr>
<tr>
<td>100011</td>
<td>$26,962.00</td>
<td>$2,038.00</td>
<td>4 Years</td>
</tr>
<tr>
<td>100012</td>
<td>$43,232.00</td>
<td>$3,268.00</td>
<td>4 Years</td>
</tr>
<tr>
<td>100013</td>
<td>$37,189.00</td>
<td>$2,811.00</td>
<td>4 Years</td>
</tr>
<tr>
<td>100014</td>
<td>$13,016.00</td>
<td>$984.00</td>
<td>4 Years</td>
</tr>
</tbody>
</table>
(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 100001-100032 and 300001-300031 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 costs of fully funded CLINs/SLINs.

FUNDING PROFILE

It is estimated that these incremental funds will provide for the following:

<table>
<thead>
<tr>
<th>Total Contract</th>
<th>Funds This Action</th>
<th>Previous Funding</th>
<th>Funds Available</th>
<th>Balance Unfunded</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPFF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$2,823,422.00</td>
<td>$184,430.00</td>
<td>$2,348,200.00</td>
<td>$2,532,630.00</td>
<td>$290,792.00</td>
</tr>
</tbody>
</table>

(End of Clause)

5252.232-9001 SUBMISSION OF INVOICES (COST –REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE (JUL 1992)

A copy of every invoice shall also be provided to the individuals listed below, at the address shown:

TASK ORDER MANAGER: See above

ACCOUNTING/CODE 3130

Naval Surface Warfare Center Carderock Division

9500 MacArthur Boulevard

West Bethesda, MD 20817-5700

(End of Clause)

CAR-G11 INVOICE INSTRUCTIONS (OCT 2006) (NSWCCD)

(a) In accordance with the clause of this contract entitled “ELECTRONIC SUBMISSION OF PAYMENT REQUESTS” (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) 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 following information regarding invoice routing is provided for completion of the invoice in WAWF:

```
WAFF Invoice Type          Electronic
Issuing Office DODAAC      N00167
Admin DODAAC               S1403A
Inspector DODAAC (if applicable)  N/A
Accepter DODAAC N00167
LPO DODAAC (if applicable)  N/A
Pay DODAAC:                HQ0339
DCAA Auditor DODAAC (if applicable)  N/A
```

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:

```
craig.madden@navy.mil
```

(f) The contractor shall submit invoices for payment per contract terms and the government shall process invoices for payment per contract terms.

(g) 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.

(End of Clause)
BASE Funding

Cumulative Funding

MOD 01

100004  70886658
  LLA :
  AB 97X4930 NH1C 000 77777 0 000167 2F 000000 071508043001

100005  70886790
  LLA :
  AD 97X4930 NH1C 000 77777 0 000167 2F 000000 071508044501

100006  70886828
  LLA :
  AE 97X4930 NH1C 000 77777 0 000167 2F 000000 071508041525

100007  70886837
  LLA :
  AC 97X4930 NH1C 000 77777 0 000167 2F 000000 071508043002

100008  70886843
  LLA :
  AP 97X4930 NH1C 000 77777 0 000167 2F 000000 071508045872

100009  70886881
  LLA :
  AG 97X4930 NH1C 000 77777 0 000167 2F 000000 071508045771

100010  70886885
  LLA :
  AH 97X4930 NH1C 000 77777 0 000167 2F 000000 071202000607

100011  70886889
  LLA :
  AJ 97X49NH1C 000 30 77777 0 000167 2F 000000 071610034510

300004  70886658
  LLA :
  AB 97X4930 NH1C 000 77777 0 000167 2F 000000 071508043001

300005  70886790
  LLA :
  AD 97X4930 NH1C 000 77777 0 000167 2F 000000 071508044501

300006  70886828
  LLA :
  AE 97X4930 NH1C 000 77777 0 000167 2F 000000 071508041525

300007  70886837
  LLA :
  AC 97X4930 NH1C 000 77777 0 000167 2F 000000 071508043002

300008  70886843
  LLA :
  AP 97X4930 NH1C 000 77777 0 000167 2F 000000 071508045872

300009  70886881
  LLA :
  AG 97X4930 NH1C 000 77777 0 000167 2F 000000 071508045771

300010  70886885
  LLA :
  AH 97X4930 NH1C 000 77777 0 000167 2F 000000 071202000607

300011  70886889
MOD 01 Funding
Cumulative Funding

MOD 02
100012   71166173
LLA :
AK 97X4930 NHIC 000 77777 0 000167 2F 000000 071508042803
300012   71166173
LLA :
AK 97X4930 NHIC 000 77777 0 000167 2F 000000 071508042803

MOD 02 Funding
Cumulative Funding

MOD 03
100013   71727791
LLA :
AL 97X4930 NHIC 000 77777 0 000167 2F 000000 071508041570
100014   71727826
LLA :
AM 97X4930 NHIC 000 77777 0 000167 2F 000000 071508041495
100015   71727847
LLA :
AN 97X4930 NHIC 000 77777 0 000167 2F 000000 071508041495
300013   71727791
LLA :
AL 97X4930 NHIC 000 77777 0 000167 2F 000000 071508041570
300014   71727826
LLA :
AM 97X4930 NHIC 000 77777 0 000167 2F 000000 071508041495
300015   71727847
LLA :
AN 97X4930 NHIC 000 77777 0 000167 2F 000000 071508041495

MOD 03 Funding
Cumulative Funding

MOD 04
100016   71727834
LLA :
AP 97X4930 NHIC 000 77777 0 000167 2F 000000 071202013050
100017   71727840
LLA :
AQ 97X4930 NHIC 000 77777 0 000167 2F 000000 071202000603
300016   71727834
LLA :
AP 97X4930 NHIC 000 77777 0 000167 2F 000000 071202013050
300017   71727840
LLA :
AQ 97X4930 NHIC 000 77777 0 000167 2F 000000 071202000603

MOD 04 Funding
Cumulative Funding

MOD 05
100018   72290956
LLA :
AR 97X4930 NH1C 000 77777 0 000167 2F 000000 071508044403

300018 72290956
LLA :
AR 97X4930 NH1C 000 77777 0 000167 2F 000000 071508044403

MOD 05 Funding
Cumulative Funding:

MOD 06

100019 73114726
LLA :
AS 97X4930 NH1C 000 77777 0 000167 2F 000000 071202402201

100020 73307366
LLA :
AT 1731711 H232 253 WAWRH 0 068342 2D 000000 231725000000
Standard Number: N0002403WX20451 AB

100021 73307395
LLA :
AU 1761811 H232 253 WAWRH 0 068342 2D 000000 200795000000
Standard Number: N0002406WX20734 AC

100022 73307397
LLA :
AU 1761811 H232 253 WAWRH 0 068342 2D 000000 200795000000
Standard Number: N0002406WX20734 AC

100023 73307400
LLA :
AV 1771811 H232 253 WAWRH 0 068342 2D 000000 200805000000
Standard Number: N0002407WX20314 AC

100024 73307404
LLA :
AV 1771811 H232 253 WAWRH 0 068342 2D 000000 200805000000
Standard Number: N0002407WX20314 AC

100025 73307406
LLA :
AW 1781811 H232 253 WAWRH 0 068342 2D 000000 200345000000
Standard Number: N0002408WX20474 AA

100026 73307410
LLA :
AW 1781811 H232 253 WAWRH 0 068342 2D 000000 200345000000
Standard Number: N0002408WX20474 AA

100027 73307419
LLA :
AX 1781811 H230 253 WAWRH 0 068342 2D 000000 200375000000
Standard Number: N0002408WX20473 AA

100028 73307426
LLA :
AX 1781811 H230 253 WAWRH 0 068342 2D 000000 200375000000
Standard Number: N0002408WX20473 AA

300019 73307366
LLA :
AT 1731711 H232 253 WAWRH 0 068342 2D 000000 231725000000
Standard Number: N0002403WX20451 AB

300020 73307395
LLA :
AU 1761811 H232 253 WAWRH 0 068342 2D 000000 200795000000
Standard Number: N0002406WX20734 AC

300021 73307397
LLA :
AU 1761811 H232 253 WAWRH 0 068342 2D 000000 200795000000
Standard Number: N0002406WX20734 AC

300022 73307400
MOD 06 Funding
Cumulative Funding

MOD 08 Funding
Cumulative Funding

MOD 09

100029 01581854
LLA :
AY 97X4930 NH1C 000 77777 0 000167 2F 000000 101508078292

100030 01581859
LLA :
AZ 97X4930 NH1C 000 77777 0 000167 2F 000000 101913170230

100031 01581862
LLA :
BA 97X4930 NH1C 000 77777 0 000167 2F 000000 101508062601

100032 01581865
LLA :
BB 1701319 H4RJ 253 SASUB 0 068342 2D 010240 F32200000010 N0002410WX11485/AA

300028 01581854
LLA :
AY 97X4930 NH1C 000 77777 0 000167 2F 000000 101508078292

300029 01581859
LLA :
AZ 97X4930 NH1C 000 77777 0 000167 2F 000000 101913170230

300030 01581862
LLA :
BA 97X4930 NH1C 000 77777 0 000167 2F 000000 101508062601

300031 01581865
LLA :
BB 1701319 H4RJ 253 SASUB 0 068342 2D 010240 F32200000010 N0002410WX11485/AA

MOD 09 Funding
Cumulative Funding

MOD 10 Funding
Cumulative Funding
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

<table>
<thead>
<tr>
<th>Overall Performance Rating</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>“Excellent” ratings for all performance evaluation criteria.</td>
</tr>
<tr>
<td>Very Good</td>
<td>A combination of “Excellent” and “Satisfactory” ratings determined by the PCO to exceed Satisfactory” overall.</td>
</tr>
<tr>
<td>Satisfactory</td>
<td>A minimum of “Satisfactory” ratings for all performance evaluation criteria.</td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>A rating of “Unsatisfactory” for one or more performance evaluation criteria.</td>
</tr>
</tbody>
</table>

(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 Table, 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>
<thead>
<tr>
<th>TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Criterion</strong></td>
</tr>
<tr>
<td>Task Performance</td>
</tr>
</tbody>
</table>
### TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

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

### TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

<table>
<thead>
<tr>
<th>CRITERION</th>
<th>UNSATISFACTORY</th>
<th>SATISFACTORY</th>
<th>EXCELLENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Problem Resolution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Responsiveness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Communications</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**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 thoroughly, and the contractor’s recommendations and/or corrective plans are implemented and effective.

See Attachment CAR-H10 PERFORMANCE REQUIREMENTS SUMMARY TABLE
SECTION I CONTRACT CLAUSES

The Organization Conflict of Interest Clause under the base contract will apply to this task order.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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

(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 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)
SECTION J LIST OF ATTACHMENTS

PERFORMANCE REQUIREMENTS SUMMARY TABLE

Revised DD254 Security Requirements