

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 04	3. EFFECTIVE DATE 22-Mar-2009	4. REQUISITION/PURCHASE REQ. NO. N00167-09-MR-58118		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CARDEROCK DIVISION, MARYLAND 9500 MacArthur Blvd West Bethesda MD 20817	CODE N00167	7. ADMINISTERED BY (If other than Item 6) DCMA TACTICAL WHEELED VEHICLES CHICAGO 1523 WEST CENTRAL ROAD, BLDG. 203 ARLINGTON HEIGHTS IL 60005-2451		CODE S1403A



8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Alion - IPS Corporation 10 West 35th Street Chicago IL 60616		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4066-FD06
		10B. DATED (SEE ITEM 13) 07-Aug-2008
CAGE CODE 3UWB7	FACILITY CODE 035274158	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

(*)	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:
[X]	D. OTHER (Specify type of modification and authority) Unilateral modification in accordance with FAR Clause 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)	
		[Redacted] Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/ [Redacted]	22-Mar-2009
		(Signature of Contracting Officer)	



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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
1000	Naval Surface Warfare Center Carderock Division Design and Integration Support Services (TBD)			
100001	Incremental funding (RDT&E) [REDACTED] TI-001 (TBD)			
100002	Incremental funding (RDT&E) [REDACTED] TI-001 (TBD)			
100003	Incremental funding (RDT&E) [REDACTED] TI-002 (TBD)			
100004	Incremental funding (RDT&E) [REDACTED] TI-001 (TBD)			
100005	Incremental funding (NARA) [REDACTED] TI-003 (TBD)			
100006	Incremental funding [REDACTED] TI-004 (RDT&E)			
100007	Incremental funding [REDACTED] TI-005 (OTHER)			
100008	Incremental funding [REDACTED] TI-006 (RDT&E)			
100009	Incremental funding [REDACTED] TI-007 (RDT&E)			
100010	Incremental funding			

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██████████

TI-005-1 (OTHER)

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
-----		
3000	Other direct costs (TBD)	████████████████████
300001	Incremental funding (RDT&E) ██████████ TI-001 (TBD)	
300002	Incremental funding (RDT&E) ██████████ TI-002 (TBD)	
300003	Incremental funding (NARA) ██████████ TI-003 (TBD)	
300004	Incremental funding ██████████ TI-004 (RDT&E)	
300005	Incremental funding ██████████ TI-007 (RDT&E)	
300006	Incremental funding \$4,000.00 TI-006-1 (RDT&E)	
300007	Incremental funding ██████████ TI-005-1 (OTHER)	

The fee percentage to be applied under CLIN 1000 is ██████████

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### SECTION C DESCRIPTIONS AND SPECIFICATIONS

This SOW is performance based and CAR-H09 Procedures for a SeaPort-e Task Order (MAR 2006) (NSWCCD) is applicable. See section H.

#### STATEMENT OF WORK:

Title: NSWCCD Design and Integration Process Support Services.

#### 1.0 BACKGROUND

The Future Concepts and Design Integration Process Division (Code 22) of the Naval Surface Warfare Center, Carderock Division supports several Navy and Non-Navy customers in the field of ship design software tool development and application, product data environments, product and technical data technologies and applications, and development and application of advanced concepts, technologies, and processes to support Ship and Ship Systems Design, Integration, and Life Cycle Support. Some customers are NAVSEA, OPNAV, NRL, and OSD.

#### 2.0 REQUIREMENTS

The contractor shall provide information technology and software development expertise in the development and application of advanced concepts, technologies, and processes to support Ship and Ship Systems Design, Integration, and Life Cycle Support. This support shall include efforts in the following four task areas:

##### Task 1. Integrated Design Environments Technical Support:

The contractor shall provide information technology and software development expertise necessary to design, develop, modify, apply and integrate software and information technology supporting specialized ship and ship systems integrated product data and integrated design environments. The contractor shall provide additional information technology and data environment designs, enhancements and modifications to achieve design data integration and interoperability across multidisciplinary design and analysis software tools and to achieve efficient optimization of ship designs. The contractor shall evaluate ship designs, verify capabilities against operational and performance requirements, assess ship manufacturability, and document findings and results in summaries and/or reports as specified.

##### Task 2. Early Stage Design Tools Software and Engineering Support

The contractor shall provide engineering support to design, develop, modify, and apply specialized ship and ship systems computer software design tools. The contractor shall provide correction, modification, and enhancement to the Advanced Ship and Submarine Evaluation Tool (ASSET). The contractor shall develop, modify, and apply software applications used for the development of synthesis models to calculate and balance ship characteristics and requirements. The models perform computations for various naval architecture domains, such as hull form, subdivision, structure, resistance, propulsion, machinery, weight, space and hydrostatics.

##### Task 3. Product Data Acquisition and Integration Methods Support

The contractor shall assess new and emerging information technology for its application to support product data acquisition and product and technical data integration. The contractor shall integrate, design, develop, and apply information and internet technologies, methodologies, practices, and processes to support the acquisition, creation, management, and use of Navy ship and ship systems engineering technical data and technical manual data. The contractor shall document the performance characteristics of these new technologies, methodologies and practices in the form of performance requirements that the Government may use in the acquisition of product data. The contractor shall analyze commercial hardware, software products and laboratory test and assess exploratory techniques used to

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plan and accomplish future acquisitions of commercially developed technical data and product data. Contractor support shall include:

- assist in the development of integrated data environment specification and contract language for acquisition programs,
- assessment of commercial design and development plans,
- evaluation of commercial design tools,
- evaluation of 3-D product model data deliveries,
- assist in the development of relevant government policies.

### 3.0 REPORTS

The contractor shall prepare monthly progress reports. The progress report shall show the funding amount expended the number of labor hours used during the reporting period, and the cumulative funding amount expended and labor hours used to date. In addition, the progress report shall include a description of the work that was performed during the reporting period and any problems encountered during the reporting period.

Progress Report Monthly

Evaluation Findings

and Summaries As Requested

### 4.0 Government Furnished Information (GFI)

GFI will be provided to the contractor 30 days after the effective date of the task order.

GFI consisting of source code/data in FORTRAN, C++, UML, HTML, XML, EXPRESS, ISO 10303, LEAPS and other software and data conventions.

### 5.0 TRAVEL

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

<u>City</u>	<u>Days</u>	<u># trips</u>
Mobile, AL	3	2
San Diego, CA	4	7
Groton, CT	3	25
Panama City, FL	3	2
Atlanta, GA	3	5
Avondale, LA	3	2
Boston, MA	3	5

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Bath, ME	3	5
Ann Arbor, MI	3	5
Pascagoula, MS	3	5
Newport, RI	3	12
Dahlgren, VA	1	10
Blacksburg, VA	3	5
Newport News, VA	3	35
Norfolk, VA	3	7
Quantico, VA	1	7
Bremerton, WA	4	5
Seattle, WA	4	5
Marinette, WI	3	2
Port Hueneme, CA	4	10
Philadelphia, PA	3	14
Keyport, WA	4	10
Pearl Harbor, HI	5	5

Local travel is estimated at 838 trips to NAVSEA Headquarters, Washington, D.C. or NSWC Carderock Division, Bethesda, MD.

#### 6.0 DELIVERIES

The Technical Point of Contact (TPOC) for this task order Mr. James Mays, NSWCCD, Code 2230. The Task Order Manager (TOM) for this task order is Mr. Kenneth Wells, NSWCCD, Code 2230.

(The first Progress Report is due 30 days after task order award and the remaining reports shall be submitted the same day of every month thereafter.)

Deliverables are as follows:

- 1) Progress Report Monthly
- 2) Verification and Determination Reports as required.
- 3) Value Added Report/Summaries as required.

#### 7.0 SECURITY REQUIREMENTS

Contractor personnel shall have a security clearance at the SECRET level and any classified documents and reports

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generated by the contractor shall be classified up to and including SECRET level in accordance with the DD Form 254 "Contractor Security Classification Specifications."

#### 8.0 TECHNICAL POINT OF CONTACT

[REDACTED] Code 2230

Naval Surface Warfare Center Carderock Division

Ship Systems Integration and Design Department

9500 MacArthur Boulevard

West Bethesda, MD 20817-5700

[REDACTED]

301 227-1938

#### 9.0 TASK ORDER MANAGER

[REDACTED], Code 2230

Naval Surface Warfare Center Carderock Division

Ship Systems Integration and Design Department

9500 MacArthur Boulevard

West Bethesda, MD 20817-5700

[REDACTED]

301 227-5312

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## SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with the the basic IDIQ contract.

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)

### TECHNICAL POINT OF CONTACT

N00167  
 [REDACTED], Code 2230  
 Naval Surface Warfare Center Carderock Division  
 Ship Systems Integration and Design Department  
 9500 MacArthur Boulevard  
 West Bethesda, MD 20817-5700  
 [REDACTED]

### TASK ORDER MANAGER

N00167  
 [REDACTED], Code 2230  
 Naval Surface Warfare Center Carderock Division  
 Ship Systems Integration and Design Department  
 9500 MacArthur Boulevard  
 West Bethesda, MD 20817-5700  
 [REDACTED]

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## SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance at destination by:

TASK ORDER MANAGER

N00167

██████████ Code 2230

Naval Surface Warfare Center Carderock Division

Ship Systems Integration and Design Department

9500 MacArthur Boulevard

West Bethesda, MD 20817-5700

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## SECTION F DELIVERABLES OR PERFORMANCE

52.211-8 TIME OF DELIVERY (JUN 1997)

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

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

### DELIVERY INFORMATION

FOB: Destination

### SHIP TO ADDRESSES

### TECHNICAL POINT OF CONTACT

N00167

██████████ Code 2230  
Naval Surface Warfare Center Carderock Division  
Ship Systems Integration and Design Department  
9500 MacArthur Boulevard  
West Bethesda, MD 20817-5700  
██████████

### TASK ORDER MANAGER

N00167

██████████, Code 2230  
Naval Surface Warfare Center Carderock Division  
Ship Systems Integration and Design Department  
9500 MacArthur Boulevard  
West Bethesda, MD 20817-5700  
██████████

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## SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager  
 [REDACTED] Code 2230  
 9500 MacArthur Blvd  
 West Bethesda, MD 20817  
 [REDACTED]  
 301-227-5312

### 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:

WAWF Invoice Type	Cost voucher
Issuing Office DODAAC	N00167
Admin DODAAC	S1403A
Inspector DODAAC (if applicable)	N00167
Acceptor DODAAC	N00167
LPO DODAAC (if applicable)	NA
Pay DODAAC:	HQ0338
DCAA Auditor DODAAC (if applicable)	NA

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

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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:

[REDACTED]  
[REDACTED]

(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 1-866-618-5988 or the NSWCCD WAWF point of contact [REDACTED]

(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 [REDACTED] total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately [REDACTED] 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.

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(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:

<u>ESTIMATED ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>PERIOD OF PERFORMANCE</u>
100001	[REDACTED]		5 Years
100002	[REDACTED]		5 Years
100003	[REDACTED]		5 Years
100004	[REDACTED]		5 Years
100005	[REDACTED]		5 Years
100006	[REDACTED]		5 Years
100007	[REDACTED]		5 Years
100008	[REDACTED]		5 Years
100009	[REDACTED]		5 Years
100010	[REDACTED]		5 Years
300001	[REDACTED]	NA	5 Years

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300002	[REDACTED]	NA	5 Years
300003	[REDACTED]	NA	5 Years
300004	[REDACTED]	NA	5 Years
300005	[REDACTED]	NA	5 Years
300006	[REDACTED]	NA	5 Years
300007	[REDACTED]	NA	5 Years

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

(c) CLINs/SLINs 100001 through 100010 and 300001 through 300007 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

FUNDING PROFILE

It is estimated that these incremental funds will provide for [if LOE, enter the number of hours; if completion or supply enter items and quantities]. The following details funding to date:

<u>Total Contract CPF</u>	<u>Funds This Action</u>	<u>Previous Funding</u>	<u>Funds Available</u>	<u>Balance Unfunded</u>
[REDACTED]				

(End of Clause)

Accounting Data

SLINID	PR Number	Amount
100001	81917910	[REDACTED]
LLA :		
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 081223044060		
100002	81917916	[REDACTED]
LLA :		
AB 97X4930 NH1C 000 77777 0 000167 2F 000000 081223043024		
100003	81917893	[REDACTED]
LLA :		
AC 97X4930 NH1C 000 77777 0 000167 2F 000000 081223044052		
100004	81928180	[REDACTED]
LLA :		
AB 97X4930 NH1C 000 77777 0 000167 2F 000000 081223043024		
300001	81917910	[REDACTED]
LLA :		
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 081223044060		
300002	81917893	[REDACTED]
LLA :		
AC 97X4930 NH1C 000 77777 0 000167 2F 000000 081223044052		

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MOD 1

100005 81378777 [REDACTED]  
LLA :  
AD 97X4930 NH1C 000 77777 0 000167 2F 000000 091223084130

300003 83178777 [REDACTED]  
LLA :  
AD 97X4930 NH1C 000 77777 0 000167 2F 000000 091223084130

MOD 2

100006 90078398 [REDACTED]  
LLA :  
AE 97X4930 NH1C 000 77777 0 000167 2F 000000 091508066350

100007 90129312 [REDACTED]  
LLA :  
AF 97X4930 NH1C 000 77777 0 000167 2F 000000 992662020011

100008 90150384 [REDACTED]  
LLA :  
AG 97X4930 NH1C 000 77777 0 000167 2F 000000 081223044010

300004 90078398 [REDACTED]  
LLA :  
AE 97X4930 NH1C 000 77777 0 000167 2F 000000 091508066350

MOD 3

100009 90426584 [REDACTED]  
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AH 1791319 84RX 255 SAS50 0 068342 2D 010240 S31610000010 N0002409WX11581/AC

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MOD 4

100010 90621060 [REDACTED]  
LLA :  
AF 97X4930 NH1C 000 77777 0 000167 2F 000000 992662020011

300007 90621060 [REDACTED]  
LLA :  
AF 97X4930 NH1C 000 77777 0 000167 2F 000000 992662020011

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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.

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

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

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

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

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

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

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

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

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

TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

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

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Staffing	Order).  Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Order).  Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Order).  Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per individual task order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

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

TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
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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.
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.	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.

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

### CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

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

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

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

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

(1) assign additional work under the task order;

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

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

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

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

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

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

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

(End of Clause)

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## **SECTION J LIST OF ATTACHMENTS**

DD Form 254 - Contract Security Classification Specification