

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-04-D-4066				2. DELIVERY ORDER NO. FD08		3. EFFECTIVE DATE 2009 Jul 07		4. PURCH REQUEST NO. N00167-09-NR-55161		5. PRIORITY DO-C9		
6. ISSUED BY NSWC, CARDEROCK DIVISION, MARYLAND 9500 MacArthur Blvd West Bethesda MD 20817			CODE N00167	7. ADMINISTERED BY DCMA TACTICAL WHEELED VEHICLES CHICAGO 1523 WEST CENTRAL ROAD, BLDG. 203 ARLINGTON HEIGHTS IL 60005-2451				CODE S1403A	8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>			
9. CONTRACTOR Alion - IPS Corporation 10 West 35th Street Chicago IL 60616			CODE 3UWB7	FACILITY 035274158		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS SMALL SMALL DISADVANTAGED WOMEN-OWNED				
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381				CODE HQ0339	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
16. TYPE OF ORDER	DELIVERY/ CALL	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.									
PURCHASE	Reference your _____ furnish the following on terms specified herein.											
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.												
Elaine Mowery												
Alion - IPS Corporation												
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)			
If this box is marked, supplier must sign Acceptance and return the following number of copies:												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule												
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT			
	See Schedule											
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA				25. TOTAL		[REDACTED]		
				BY: [REDACTED]				07/07/2009 CONTRACTING/ORDERING OFFICER		26. DIFFERENCES		
27a. QUANTITY IN COLUMN 20 HAS BEEN												
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:										
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.	29. D.O. VOUCHER NO.		30. INITIALS			
						PARTIAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
f. TELEPHONE						g. E-MAIL ADDRESS	FINAL					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT COMPLETE			34. CHECK NUMBER			
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				PARTIAL			35. BILL OF LADING NO.			
						FULL						
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.			

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GENERAL INFORMATION

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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	Weight and Stability Engineering Support Services. (TBD)			
100001	Funding in the amount of \$90,000. (O&MN,N)			

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
3000	Other Direct Costs (Materials, travel, miscellaneous including applicable indirect costs) Non-Fee Bearing. (TBD)	
300001	Incremental Funding in the amount of \$5,941. (O&MN,N)	

LEVEL OF EFFORT

The level of effort for the performance of this task order is based on a level of [REDACTED] man-hours of direct labor for the entire one (1) year period of performance. The period of performance is from the date that the task order is awarded through one (1) year.

Fixed Fee: The fixed fee amount of each Funding SLIN will be based on a Fixed Fee rate of 8% applied to the estimated cost amount of the SLIN.

Alion's proposal in response to SeaPort solicitation N00024-09-R-3184 is hereby incorporated by reference into the Task Order.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK:

This is a performance based Statement of Work. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels described in provision CAR H09 in Section H and the Performance Based Evaluation Criteria and Standards Table which is a Section J attachment.

Title: Provide Weight & Stability Engineering Support for USN Combatant Surface Ships and Aircraft Carriers.

1.0 BACKGROUND

The Carderock Division, Naval Surface Warfare Center (NSWCCD) Weight and Stability Branch, Code 2240 requires contractor support to conduct weight and stability studies, calculation software maintenance and update, database management, emergent requirements support, inclining experiments, and emergency response. The engineering agent must be experienced, proficient and current in above areas in order to make determinations regarding issues in areas of responsibility as to whether issues are major, minor or routine in nature and act on them accordingly.

2.0 REQUIREMENTS

TASK 1: Combatant Ship Weight and Stability Engineering Support

The contractor shall assist NSWCCD Code 2440 and must be experienced, proficient and current in weight control and stability disciplines for combatant surface ship classes including, but not limited to:

USS CONSTITUTION, BB 55, BB 57, BB 61, CA 68, CA 134, CG 10, CG 16, CG 26, CG 47, CGN 9, CGN 25, CGN 35, CGN 36, CGN 38, CL 55, CLG 3, DD 445, DD 692, DD 710, DD 931, DD 963, DDG 2, DDG 20, DDG 31, DDG 35, DDG 37, DDG 51 (Flights I, II and IIA), DDG 993, DE 51, DE 1006, DE 1033, FF 1037, FF 1040, FF 1052, FFG 1, and FFG 7 (Flights 1, 2, 3 & 4) Classes.

The contractor shall assist NSWCCD Code 2440 by providing technical analysis and review of all areas of weight control and stability regarding, but not limited to:

Reports of Inclining Experiments, Selected Restricted Availabilities, Restricted Availabilities, Phased Maintenance Availabilities, Docking Phased Maintenance Availabilities, Regular Overhauls and any other modifications of the ship that will affect platform weight, moment, and stability issues that will affect the performance of ships and ship systems as follows:

Acquisition

The contractor shall assist NSWCCD as the liaison between the design yard, ship, shipbuilder, and NAVSEA on non-nuclear weight and stability issues and act as engineering agent for weight control and stability functions for surface combatant ships.

The contractor shall develop/review Weight Control and Stability design products for all phases of ship design/acquisition for surface ships including, but not limited to:

- a. Conduct stability and buoyancy analyses,
- b. Determination of naval architectural limits,
- c. Analyses of significance of exceeding limits,
- d. Options/recommendations for improving limits,
- e. Development and maintenance of baseline weight estimates, interim weight reports,

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weight distribution reports, and moment of inertia reports.

- f. Conduct special studies and trade-offs,
- g. Create design histories, and other products as defined in Society of Allied Weight Engineers (SAWE) Recommended Practices 12 and 13.

The contractor shall monitor, review and analyze Weight Control and Stability estimates and reports to ensure shipbuilder/contractor compliance with contractual Weight Control and Stability requirements during detail design and construction for surface ships, e.g., Builders Independent Weight Estimates (BIWEs), Accepted Weight Estimates(AWEs), Quarterly Weight Reports (QWRs), Engineering Change Proposals (ECPs), Final Weight Reports (FWRs), Accepted Ship Reports (ASRs), delivery inclining experiments, special studies and trade-offs, etc.

The contractor shall develop/review weight and KG acquisition margin values for all phases of design and construction, as well as weight and KG Service Life Allowances for surface ships.

The contractor shall maintain technical performance measures for margin depletion. Provide a list of non-compliant weight/stability issues and recommend resolutions.

The contractor shall support weight/stability design reviews as requested.

In-Service

The contractor shall support information requests and queries from NAVSEA, Fleet, ship designer/builders, US Naval Academy, and USN field activities for historical data and background as directed.

The contractor shall review changes that impact stability across fleet, ship types - oversee, plan, conduct analyses, and recommend options to improve stability e.g.: dirty ballast / compensating fuel oil systems, and fuel type/density changes.

The contractor shall perform "what-if" calculations as directed to provide NAVSEA guidance with respect to ship availabilities including but not limited to installation of cross connections for tanks, void space conversion to storage, shallow river traffic/bridge clearance.

The contractor shall provide analysis and verification of weight and stability reports for all areas but not limited to Light Ship Condition, Full Load Condition, pre-Ballast and Ballasted Down Condition, solid and liquid Ballasting, Weight and moment compensation efforts, Trim, Drafts, Heel, Ship Loads, Cargo Loads and associated Vertical Center of Gravity (KG), Metacentric Height (GM), Longitudinal Center of Gravity (LCG), Transverse Center of Gravity (TCG), Free Surface Effect (F.S.), and compliance with displacement, KG and draft limits and all other areas of weight and stability.

The contractor shall review in-service weight and stability reports, including inclining experiment reports, various interim reports and ballasting recommendations to assure the technical accuracy and to ensure that the requirements specified in the appropriate specifications are being fulfilled.

The contractor shall develop and maintain databases of ShipAlts, current and historical data of ship conditions, Flooding Casualty Control Software (FCCS), and Ship Hull Characteristics Program (SHCP) computer programs as directed.

The contractor shall determine/review/monitor the stability condition of all ships in service and recommend corrective actions when necessary.

- a. Determine weight/stability status of the Fleet.
- b. Establish and maintain in-service surface ship weight and stability baselines.

The contractor shall provide technical analysis for ballasting down procedures involving routine and/or unique loading situations.

Disposal / Emergency

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The contractor shall act in consultant capacity assisting in development of ballasting plans for ships in maintenance, de-activation or to be towed.

. The contractor shall support emergency situations for NAVSEA and the Fleet (i.e.; groundings, damage, collisions, etc.) as directed providing stability analyses and procedures / recommendations regarding loading and ballasting in order to achieve proper stability characteristics, i.e., KG, drafts, trim and heel for continued safe operation and transit to port.

General

The contractor shall maintain and update Damage Control information and liquid loading diagrams as directed.

The contractor shall create, review, modify, and maintain SHCP and FCCS hull form, appendage and compartment models as directed.

The contractor shall incorporate the combatant ship analysis tools and spreadsheets into the combatant class weight and stability analysis process and provide analysis of ship inclining experiments, overhauls, etc. as directed.

TASK 2: Non-nuclear Aircraft Carrier Weight and Stability Engineering Support

The contractor shall assist NSWCCD Code 2440 and must be experienced, proficient and current in weight control and stability disciplines for non-nuclear aircraft carriers classes including, but not limited to:

CV 9 ESSEX class carriers including SCB 27A, 27C and 125A conversions, CV 41, CV 59 and CV 62 Classes.

The contractor shall assist NSWCCD Code 2440 by providing technical analysis and review of all areas of weight control and stability regarding, but not limited to:

reports of Inclining Experiments, Selected Restricted Availabilities, Restricted Availabilities, Phased Maintenance Availabilities, Docking Phased Maintenance Availabilities, Regular Overhauls and any other modifications of the ship that will affect platform weight, moment, and stability issues that will affect the performance of ships and ship systems as follows:

Design Modernization / Modification

The contractor shall assist NSWCCD as the liaison between the design yard, ship, shipbuilder, and NAVSEA on non-nuclear weight and stability issues and act as engineering agent for weight control and stability functions for non-nuclear aircraft carriers.

The contractor shall develop/review Weight Control and Stability design products for modernization / modifications of aircraft carriers including, but not limited to:

- a. Conduct stability and buoyancy analyses,
- b. Determination of naval architectural limits,
- c. Analyses of significance of exceeding limits,
- d. Options/recommendations for improving limits,
- e. Development and maintenance of baseline weight estimates, interim weight reports, weight distribution reports, moment of inertia reports,
- f. Conduct special studies and trade-offs,
- g. Create design histories, and other products as defined in Society of Allied Weight Engineers (SAWE) Recommended Practices 12 and 13.

The contractor shall support weight/stability design reviews as requested.

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In-Service

The contractor shall support information requests and queries from NAVSEA, Fleet, ship designer/builders, US Naval Academy, and USN field activities for historical data and background as directed.

The contractor shall review changes that impact stability across fleet, ship types - oversee, plan, conduct analyses, and recommend options to improve stability e.g.: dirty ballast / compensating fuel oil systems, and fuel type/density changes.

The contractor shall perform "what-if" calculations as directed to provide NAVSEA guidance with respect to ship availabilities including but not limited to installation of cross connections for tanks, void space conversion to storage, shallow river traffic/bridge clearance.

The contractor shall provide analysis and verification of weight and stability reports for all areas but not limited to Light Ship Condition, Full Load Condition, solid and liquid Ballasting, Weight and Moment compensation efforts, Trim, Drafts, Heel, Ship Loads, Cargo Loads and associated Vertical Center of Gravity (KG), Metacentric Height (GM), Longitudinal Center of Gravity (LCG), Transverse Center of Gravity (TCG), Free Surface Effect (F.S.), and compliance with displacement, KG and draft limits and all other areas of weight and stability.

The contractor shall review in-service weight and stability reports, including inclining experiment reports, various interim reports and ballasting recommendations to assure the technical accuracy and to ensure that the requirements specified in the appropriate specifications are being fulfilled.

The contractor shall develop and maintain databases of ShipAlts, current and historical data of ship conditions, Flooding Casualty Control Software (FCCS), and Ship Hull Characteristics Program (SHCP) computer programs as directed.

The contractor shall determine/review/monitor the stability condition of all ships in service and recommend corrective actions when necessary.

Determine weight/stability status of the Fleet.

Establish and maintain in-service surface ship weight and stability baselines.

The contractor shall provide technical analysis for ballasting down procedures involving routine and/or unique loading situations.

Disposal / Emergency

The contractor shall act in consultant capacity assisting in development of ballasting plans for ships in maintenance, de-activation or to be towed.

The contractor shall support emergency situations for NAVSEA and the Fleet (i.e.; groundings, damage, collisions, etc.) as directed providing stability analyses and procedures / recommendations regarding loading and ballasting in order to achieve proper stability characteristics, i.e., KG, drafts, trim and heel for continued safe operation and transit to port.

General

The contractor shall maintain and update Damage Control information and liquid loading diagrams as directed.

The contractor shall create, review, modify, and maintain SHCP and FCCS hull form, appendage and compartment models as directed.

The contractor shall incorporate the aircraft carrier ship analysis tools and spreadsheets into the aircraft carrier class weight and stability analysis process and provide analysis of ship inclining

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experiments, overhauls, etc. as directed.

3.0 REPORTS

3.1. The contractor shall provide Weight and Stability Engineering Reports. The reports shall include analysis of Combatant Ship Weight and Stability Support, and Non-nuclear Aircraft Weight and Stability Engineering Support efforts as requested.

3.2 The Contractor shall provide monthly Progress Reports. The progress report shall indicate the amount expended and the number of labor hours used during the reporting period and the cumulative amount expended and labor hours used to date. In addition, the progress report shall include a description of any problems encountered during the reporting period.

4.0 Government Furnished Information, Equipment & Materials (GFI, GFE, GFM)

All pertinent documentation, drawings, records, paper and electronic files, software and equipment related to weight and stability are in possession of and are the responsibility of (NSWCCD) Code 2440. A substantial quantity of the documentation, drawings, records, paper and files are classified and are held by NSWCCD Code 2440 as ready reference in case of fleet emergency.

GFI - GFI shall consist of access to weight and moment, stability, inclining data, damage control documentation, and liquid loading diagrams. GFI access will be provided on site at NSWC Carderock, MD by NSWCCD Code 2440 at task order award.

GFE - GFE will consist of a personal computer or computers of sufficient capability to perform the work described in the above tasking. Due to the sensitivity of the tasking and information being handled, all equipment will be supplied by Code 2440 and remain on site within NSWCCD Code 2440 secured spaces.

GFM – GFM will consist of access to SHCP hull form, appendage, and compartment models; FCCS computer program; SHCP computer program and the Stability Suite of analysis software and a personal computer of sufficient capability to perform the work described in the above tasking. GFM access will be provided on site by NSWCCD Code 2440 at task order award.

PERSONNEL

One key person is required for this effort. All work, except for travel, shall be accomplished in NSWCCD Code 2440 spaces in West Bethesda, MD. The Government will provide appropriate office space, GFE, GFI, and GFM listed above. There are no non-key personnel required for this task order.

6.0 TRAVEL

Annual travel requirements are estimated to be:

- 1 trip per location to meetings at Honolulu, HI; San Diego, CA; Jacksonville, FL; Seattle, WA; Leesburg, VA; Philadelphia, PA; Port Hueneme, CA; Pascagoula, MS; Portland, ME; Norfolk, VA.
- Local travel of up to 12 trips to NAVSEA Headquarters, Washington, DC

7.0 PERIOD OF PERFORMANCE

The period of performance for this task order is from date of task order award through one year thereafter.

8.0 DELIVERABLES

The contractor shall deliver a copy of the following reports to the Technical Point of Contact (TPOC) for this task order, Mr. John Rosborough, NSWCCD Code 2440 and the Task Order Manager (TOM) for this task order, Mr. Terng Hsieh, NSWCCD Code 2440.

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Weight and Stability Engineering Report

As Required

9.0 SECURITY

In accordance with DD 254 (Included as an attachment to this requirement).

10.0 TASK ORDER MANAGER.

[REDACTED]
Naval Architecture and Engineering Division
Naval Surface Weapons Center
9500 West Bethesda
Carderock, MD 20817-5700
301 227-4528
[REDACTED]

11.0 TECHNICAL POINT OF CONTACT

[REDACTED]
Naval Architecture and Engineering Division
Naval Surface Weapons Center
9500 West Bethesda
Carderock, MD 20817-5700
301-227-5392
[REDACTED]

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SECTION D PACKAGING AND MARKING

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

Task Order Manager
NSWC Carderock Division
[REDACTED]

9500 MacArthur Boulevard
West Bethesda, MD 20817-5700
[REDACTED]

301-227-4528

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SECTION E INSPECTION AND ACCEPTANCE

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

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

52.211-8 TIME OF DELIVERY (JUN 1997)

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

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF TASK ORDER
1000 & 3000	ALL	ONE (1) YEAR AFTER THE EFFECTIVE DATE OF THE TASK ORDER ASSUMING INCREMENTAL FUNDING IS PROVIDED

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SECTION G CONTRACT ADMINISTRATION DATA

G17S TOM APPOINTMENT (AUG 2005)

(a) Task Order Ordering Officer hereby appoints the following individual as the Task Order Manager (TOM) for this task order:

Task Order Manager

9500 MacArthur Boulevard
West Bethesda, MD 20817-5700

301-227-4528

Ddl-G-21 TYPES OF ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS

This Task Order shall be issued on a Cost-Plus-Fixed-Fee (Term) basis.

CAR-G11 INVOICE INSTRUCTIONS (DEC 2007) (NSWCCD)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Surface Warfare Center, Carderock Division (NSWCCD) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (*contracting officer check all that apply*)

- | | |
|-------------------------------------|--|
| <input type="checkbox"/> | Invoice (FFP Supply & Service) |
| <input type="checkbox"/> | Invoice and Receiving Report Combo (FFP Supply) |
| <input type="checkbox"/> | Invoice as 2-in-1 (FFP Service Only) |
| <input checked="" type="checkbox"/> | Cost Voucher (Cost Reimbursable, T&M , LH, or FPI) |
| <input type="checkbox"/> | Receiving Report (FFP, DD250 Only) |

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

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Issue DODAAC	N00167
Admin DODAAC	S1403A
Pay Office DODAAC	HQ0339
Service Approver DODAAC	N00167
Ship To DODAAC	N00167
DCAA Auditor DODAAC	HAA643

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:
[REDACTED]
[REDACTED]

(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 [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 2,016 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 39 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical

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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 = $\text{Fee} \left(\frac{\text{Required LOE} - \text{Expended LOE}}{\text{Required LOE}} \right)$

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

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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:

ESTIMATED

ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	PERIOD OF PERFORMANCE
100001	[REDACTED]	[REDACTED]	One (1) Year after Award
300001	[REDACTED]	[REDACTED]	One (1) Year after Award

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

(c) CLINs/SLINs 100001 & 300001 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the cost of performance of fully funded CLINs/SLINs.

FUNDING PROFILE

The following details funding to date:

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

(End of Clause)

Accounting Data

SLINID	PR Number	Amount
100001	91638323	[REDACTED]
LLA :		
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 091244001478		
300001	91638323	[REDACTED]
LLA :		
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 091244001478		

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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

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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 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	Contractor provides	Contractor provides

	marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	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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Cost Management	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
Cost Reporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	Reports are clear, accurate, and proactive. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

See Attachment - Performance Requirement Summary Table

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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

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Performance Based Chart