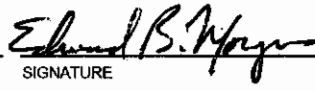


**DELIVERY ORDER**

**FINAL**

1. CONTRACT NO. N00178-05-D-4541		2. DELIVERY ORDER NO. EHP102		3. EFFECTIVE DATE ORIG 07/06/2007 MOD 09/18/2007		4. PURCHASE REQUEST NO. N65540-07-MR-61877	
5. ISSUED BY NSWC, CARDEROCK DIVISION, PHILADELPHIA NAVSSSES Philadelphia PA 19112-1403 albert.stracciolini1@navy.mil 215-897-1371				6. ADMINISTERED BY DCMA SOUTHERN VIRGINIA 190 BERNARD ROAD, BLDG 117 FORT MONROE VA 23651			
7. CONTRACTOR Romulus 4491 Paddock Lane Virginia Beach VA 23464-3312		CODE 3D8Y7		FACILITY		8. DELIVERY DATE See Section F	
						9. CLOSING DATE/TIME  (hours local time - Block 5 issuing office) SET ASIDE TYPE	
						10. MAIL INVOICES TO See Section G	
11. SHIP TO See Section D				12. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43213			
13. TYPE OF ORDER		D <input type="checkbox"/> X <input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.			
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
Romulus				Edward B. Morgan Owner		9-21-2007	
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED	
14. ACCOUNTING AND APPROPRIATION DATA See Section G							
15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT		
See the Following Pages							
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		21. UNITED STATES OF AMERICA By: Annette Bucci CONTRACTING/ORDERING OFFICER				22. TOTAL 09/19/2007 \$3,155,478.54	
SECTION	DESCRIPTION	SECTION	DESCRIPTION				
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS				
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES				
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS				
E	INSPECTION AND ACCEPTANCE						
F	DELIVERIES OR PERFORMANCE						
G	CONTRACT ADMINISTRATION DATA						

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## GENERAL INFORMATION

The purpose of this modification is to exercise Option CLINs 1100 and 3100. As a result, the total contract amount is increased from \$1,605,135.56 by \$1,550,342.98 to \$3,155,478.54. Incremental funding for CLIN 1100 and 3100 in the amount of \$902,450.00 is also provided as follows:

### MOD 2

110001 72560953 135000.00

LLA :

AF 1771804 60BA 000 00060 R 068732 2D X4AJ7G 00060760RA4Q

Standard Number: N0006007WX4AJ7G/AA

110002 72560931 67000.00

LLA :

AC 1771804 70BA 257 00070 R 045924 2D XK6081 0007076081KD

Standard Number: N0007007W XK6081/AA

110003 72343737 100000.00

LLA :

AG 1771319 14KB 253 SASHP 0 068342 2D 263420 330960000010

Standard Number: N0002407WX12014/AA

110004 72560959 25000.00

LLA :

AH 97X4930 NH1C 000 77777 0 000167 2F 000000 071914130180

110005 72560958 45450.00

LLA :

AJ 97X4930 NH1C 000 77777 0 000167 2F 000000 071916012599

110006 725600928 500000.00

LLA :

AC 1771804 70BA 257 00070 R 045924 2D XK6081 0007076081KD

Standard Number: N0007007W XK6081/AA

310001 72560950 30000.00

LLA :

AC 1771804 70BA 257 00070 R 045924 2D XK6081 0007076081KD

Standard Number: N0007007W XK6081/AA

NAVSEA Clause 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) has been revised accordingly.

A conformed copy of this Task Order is attached to this modification for information purposes only.

The total value of the task order remains unchanged. The total amount of funds obligated to the task is hereby increased by \$902450.00 from \$1115269.00 to \$2017719.00.

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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	Services in support of the Integrated Machinery Controls and Monitoring Branch for development and installation of Next Generation Analytics for Shipboard Monitoring Systems (NG-ASMS) in accordance with the Statement of Work (TBD)	1.0 Lot	\$1,406,977.37	\$112,558.19	\$1,519,535.56
100001	\$240,000.00 Funding for CLIN 1000				
100002	\$700,000.00 Funding for CLIN 1000				
100003	\$62,500.00 Funding for CLIN 1000				
100004	\$27,169.00 Funding for CLIN 1000				
1100	EXERCISED OPTION - Same as CLIN 1000 - Option Year 1 (TBD)	1.0 Lot	\$1,356,799.06	\$108,543.92	\$1,465,342.98
110001	\$135,000 FUNDING FOR CLIN 1100				
110002	\$67,000 FUNDING FOR CLIN 1100				
110003	\$100,000 FUNDING FOR CLIN 1100				
110004	\$25,000 FUNDING FOR CLIN 1100				
110005	\$45,450 FUNDING FOR CLIN 1100				

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110006 \$500,000 FUNDING  
FOR CLIN 1100

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3000	Support Costs for CLIN 1000 including Materials, Miscellaneous Subcontracting and Travel. (O&MN,N)	1.0 Lot	\$85,600.00
3100	EXERCISED OPTION - Support Costs for CLIN 1100 including Materials, Miscellaneous Subcontracting and Travel. (TBD)	1.0 Lot	\$85,000.00

310001 \$30,000 FUNDING  
FOR CLIN 3100

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Same as CLIN 1000 - Option Year 2 (TBD) Option	1.0 Lot	\$1,333,637.83	\$106,691.03	\$1,440,328.86
4100	Same as CLIN 1000 - Option Year 3 (TBD) Option	1.0 Lot	\$1,396,814.07	\$111,745.13	\$1,508,559.20
4200	Same as CLIN 1000 - Option Year 4 (TBD) Option	1.0 Lot	\$1,239,452.54	\$99,156.20	\$1,338,608.74

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6000	Support Costs for CLIN 4000, including Materials, Miscellaneous Subcontracting and Travel. (TBD) Option	1.0 Lot	\$135,000.00



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Wireless Communications Engineer*	1000	750	500	250	250	2750
Sr Developer, Embedded Systems	1000	750	500	250	250	2750
Systems Engineer	2000	2000	2000	2000	2000	10000
Sr. Engineer, Diagnostics	1000	750	500	250	250	2750
Sr. Engineer	1000	1000	1000	1000	1000	5000
Engineer	1000	1000	1000	1000	1000	5000
Computer Scientist	1000	750	500	250	250	2750
Programmer	500	2000	2000	2000	2000	8500
Engineering Technician	1000	1000	1000	1000	1000	5000
Logistician	200	200	200	200	200	1000
Technical Documentation Specialist	750	750	750	750	750	3750
Conf. Manag. Specialist	250	250	250	250	250	1250
TOTAL	17,400	17,650	16,900	16,900	15,150	84,000

\*denotes Key Personnel category

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### 1. Introduction:

The Ship Systems Engineering Station, Naval Surface Warfare Center Carderock (SSES Division) has been tasked to provide Research and Development, Engineering, Technical, and Program Management support to the NAVSEA Integrated Machinery Controls and Monitoring Branch (05Z5) for the development and installation of Next Generation Analytics for Shipboard Monitoring Systems (NG-ASMS) for US Navy ships. To execute this mission, SSES Division requires contractual support and expertise related to the design, testing and installation of machinery onboard condition monitoring, diagnostics, prognostics, troubleshooting, and remote condition monitoring technologies to provide reliable critical systems performance. This includes knowledge and experience of both currently installed machinery control, monitoring, diagnostic, prognostic, troubleshooting and remote condition monitoring systems as well as new technologies related to these systems to update US Navy ships to “State of the Art”. Specifically, the contractor will provide a broad range of logistic, technical, engineering, software, IT, integration and installation support for NG-ASMS as well as the existing Integrated Condition Assessment System (ICAS), Maintenance Engineering Library System (MELS), Integrated Performance Analysis Report (IPAR), Distance Support (DS) server and Reverse Distance Support (RDS) systems and processes in place for US Navy ship maintenance programs.

### 2. Scope:

#### 2.1. Provide Project Management Services throughout the duration of the NG-ASMS Project.

2.1.1. The contractor will develop a Project Management Plan (PMP) outlining project objectives, deliverables and schedule dates for accomplishment. Routine updates to the PMP will be provided to the Program Office and SSES Division.

2.1.2. The contractor will provide routine budget reports detailing expenditures against previously approved Projected Budget Requirements.

2.1.3. The contractor will utilize the processes and procedures of the Fleet Modernization Program for management of the planning and installation effort.

2.1.4. The contractor will identify and develop life cycle support requirements unique to NG-ASMS that must be implemented in the US Navy.

2.1.5. The contractor shall provide Weekly Status Reports and facilitate Monthly Status Meetings.

2.2. Facilitate the Institutionalization of Next Generation Analytics for Shipboard Monitoring Systems (NG-ASMS) throughout the Navy.

2.2.1. Evaluate current methodologies and develop requirements to implement Next Generation Analytics for Shipboard Monitoring Systems (NG-ASMS)

2.2.2. Coordinate efforts to establish policies and processes within the Navy to ensure the full benefits of NG-ASMS are realized.

2.3. Develop remote monitoring improvements to support full-Fleet implementation of NG-ASMS

2.3.1. The contractor will design, architect, develop, test and deploy NG-ASMS that will integrate the current suite of remote monitoring applications.

2.3.1.1. Integrate NG-ASMS with existing machinery control, ICAS, Distance Support, (DS), Remote Monitoring, and the Maintenance Engineering Library Server (MELS) systems.

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#### 2.4. Develop Integrated Performance Analysis Reports (IPARs) for ship systems

2.4.1. The contractor will provide engineering and software services to develop, test, validate, and integrate IPAR diagnostic and prognostic algorithms for US Navy shipboard equipment.

2.4.2. IPARs will be deployed on the Maintenance Engineering Library Server (MELS).

#### 2.5. Architect the sensor data acquisition and network communications IAW open standards.

2.5.1. The contractor will architect, design, and develop a hierarchical, network-based approach for distributed monitoring of machinery health at the component, system, platform, and enterprise level.

2.5.2. NG-ASMS technology solution will be based on the current MIMOSA Open Standard Architecture for Condition Based Maintenance (OSA-CBM), specifically including intelligent component health monitor and maintenance engineering library server technology. The design, manufacture, and engineering integration of the intelligent component health monitor shall be by an ISO 9000:2000 certified facility.

2.5.3. The technology solutions will integrate wireless networking technology for connectivity at platform level and integrate with existing and developing distance support systems for enterprise applications.

#### 2.6. Laboratory Prototype testing at Land Based Engineering Station (LBES)

2.6.1. The contractor will test selected IPARs at LBES

2.6.2. The contractor will test the hierarchical, network-based approach for distributed monitoring of machinery health at the component and system level.

#### 2.7. Shipboard pilot installation

2.7.1. The contractor shall identify pilot installation requirements, perform surveys, and develop and initiate Ship Change Document (SCD).

2.7.2. Plan, manufacture equipment, purchase material and install NG-ASMS on pilot ship(s)

2.7.3. Evaluate performance of NG-ASMS ship installation and integration with Navy maintenance programs.

2.7.4. Modify NG-ASMS based on evaluation performed.

#### 2.8. Fleet Implementation

2.8.1. The contractor shall identify installation requirements, perform surveys, and develop and initiate Ship Change Document (SCD).

2.8.2. During installation the contractor will perform Shipboard system operational verification testing (SOVT) of NG-ASMS

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## **SECTION D PACKAGING AND MARKING**

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

(1) name and business address of the Contractor

(2) contract number

(3) task order number

(4) sponsor:

Russell A. Leinbach, Jr

NSWCCD-SSES Code 951

10000 Kitty Hawk Ave.

Philadelphia, PA 19112

russell.leinbach@navy.mil

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## **SECTION E INSPECTION AND ACCEPTANCE**

All task order deliverables will be inspected and accepted by the Government at destination.

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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

1000	7/15/2007 - 7/14/2008
1100	7/15/2008 - 7/14/2009
3000	7/15/2007 - 7/14/2008
3100	7/15/2008 - 7/14/2009

The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

4000	7/15/2009 - 7/14/2010
4100	7/15/2010 - 7/14/2011
4200	7/15/2011 - 7/14/2012
6000	7/15/2009 - 7/14/2010
6100	7/15/2010 - 7/14/2011
6200	7/15/2011 - 7/14/2012

### DELIVERY INFORMATION

FOB: Destination

SHIP TO ADDRESS:

Naval Surface Warfare Center, Carderock Division

ATTN: Russell Leinbach/CODE 9510

5001 South Broad Street

Philadelphia, PA 19112-1403

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## SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager  
 Russell A Leinbach Jr, 951  
 5001 S. Broad St  
 Philadelphia, PA 19112  
 russell.leinbach@navy.mil  
 215-897-7911

### 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	N65540
Admin DODAAC	S5111A
Inspector DODAAC (if applicable)	N65540
Acceptor DODAAC	N65540
LPO DODAAC (if applicable)	Not Applicable
Pay DODAAC:	HQ0338
DCAA Auditor DODAAC (if applicable)	HAA47B

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:

Russell.Leinbach@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 at (301) 227-1172.

(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 task order shall be as indicated in the table included in Section B, 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 task order.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this task order 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 1460 per month. 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:

LINE	ITEM	FUNDING FOR COST AND FEE EST.	PERIOD OF PERFORMANCE
1000		\$1,902,119.00	15-JUNE-2008
3000		\$115,600.00	15 JUNE 2008

(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 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.

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

Accounting Data

SLINID	PR Number	Amount
100001	71728145	240000.00
LLA :		
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 071911074301		
100002	71728164	700000.00
LLA :		
AB 1771319 84RX 253 SAS5Z 0068342 2D 010240 S9991000		
Standard Number: N0002407WX12925/AA		
3000	71728169	85600.00
LLA :		
AC 1771804 70BA 257 00070 R 045924 2D XK6081 00070760		
Standard Number: N0007007WXK6081/AA		
MOD 1		
100003	72343741	62500.00
LLA :		
AD 97X4930 NH1C 000 77777 0 000167 2F 000000 071911074706		
100004	72065608	27169.00
LLA :		
AE 97X4930 NH1C 000 77777 0 000167 2F 000000 071911074713		
MOD 2		
110001	72560953	135000.00
LLA :		
AF 1771804 60BA 000 00060 R 068732 2D X4AJ7G 00060760RA4Q		
Standard Number: N0006007WX4AJ7G/AA		
110002	72560931	67000.00
LLA :		
AC 1771804 70BA 257 00070 R 045924 2D XK6081 0007076081KD		
Standard Number: N0007007WXK6081/AA		
110003	72343737	100000.00
LLA :		
AG 1771319 14KB 253 SASHP 0 068342 2D 263420 330960000010		
Standard Number: N0002407WX12014/AA		
110004	72560959	25000.00
LLA :		
AH 97X4930 NH1C 000 77777 0 000167 2F 000000 071914130180		
110005	72560958	45450.00
LLA :		
AJ 97X4930 NH1C 000 77777 0 000167 2F 000000 071916012599		
110006	725600928	500000.00
LLA :		
AC 1771804 70BA 257 00070 R 045924 2D XK6081 0007076081KD		
Standard Number: N0007007WXK6081/AA		
310001	72560950	30000.00
LLA :		
AC 1771804 70BA 257 00070 R 045924 2D XK6081 0007076081KD		
Standard Number: N0007007WXK6081/AA		

## 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

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.

See Attachment CAR-H10 PERFORMANCE REQUIREMENTS SUMMARY TABLE

#### H-5 TASK ORDER PROCESS

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

Mr. Ted Ptashkin

215-897-7596

theodore.ptashkin@navy.mil

#### Option to Extend Services

The Government may require continued performance of any services within the limits and at the rates specified in the Task Order. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days prior to Task Order end date.

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(End of Clause)

Option to Extend the Term of the Task Order

(a) The Government may extend the term of this task order under option CLINs/SUBCLINs by written notice to the Contractor provided, that the Government gives the Contractor a preliminary written notice of its intent to exercise the option(s) at least thirty days before the task order expires. The preliminary notice does not commit the Government to an extension.

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

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## SECTION I CONTRACT CLAUSES

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

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

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

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

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

(1) assign additional work under the task order;

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

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

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

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

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

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

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

(End of Clause)

### 52.222-2 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)

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## **SECTION J LIST OF ATTACHMENTS**

Performance Requirements Summary Table

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