

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 11-Jun-2009	4. REQUISITION/PURCHASE REQ. NO. N65540-09-MR-60650		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CARDEROCK DIVISION, PHILADELPHIA NAVSSSES Philadelphia PA 19112-1403 nathan.a.quinn@navy.mil 215-897-7028	CODE N65540	7. ADMINISTERED BY (If other than Item 6) DCMA SOUTHERN VIRGINIA 2000 Enterprise Parkway, Suite 200 Hampton VA 23666		CODE S5111A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Advanced Internet Marketing Inc. dba The GBS Group 397 Little Neck Road, Bldg 3300 S, Suite 204 Virginia Beach VA 23452-5765		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-07-D-5067-FD02
		10B. DATED (SEE ITEM 13) 03-Mar-2009
CAGE CODE 4C581	FACILITY CODE 001326094	

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:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Unilateral Modification issued pursuant to 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) Robert R Colot, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Robert R Colot (Signature of Contracting Officer)	16C. DATE SIGNED 11-Jun-2009
(Signature of person authorized to sign)			

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GENERAL INFORMATION

1. The purpose of this modification is to provide incremental funding for Labor in the amount of [REDACTED] under CLIN 100002; and to provide incremental funding for ODC in the amount of [REDACTED] under CLIN 300002.

2. As a result of this incremental funding the total funded amount of this task order has increased by [REDACTED] from [REDACTED]

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

The total amount of funds obligated to the task is hereby increased by [REDACTED] from [REDACTED] to [REDACTED]

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased by [REDACTED] from [REDACTED] to [REDACTED]

In accordance with the contract clause 52.232-22, the Government is not obligated to reimburse the contractor for any costs in excess of [REDACTED] unless funds are made available and obligated under this order in a subsequent modification. This delivery order is not fully funded.

All other terms and conditions of this delivery order remain unchanged.

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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	Engineering and life cycle management for NSWCCD-SSES Ship Hazardous Material and Environmental Systems (TBD)	1.0 Lot	██████████	██████████	██████████
100001	Incremental funding in the amount of \$69,000 (OPN)				
100002	Incremental funding for SLIN 1000 in the amount of \$75,000 (OPN)				

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3000	Other Direct Costs (TBD)	1.0 Lot	██████████
300001	Incremental funding for SLIN 3000 in the amount of \$6,000 (OPN)		
300002	Incremental funding for SLIN 3000 in the amount of \$5,000 (OPN)		

The fixed fee percentage to be applied to CLIN 1000 is 8.0%.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

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 below and the evaluation methods described in provision CAR-H09 in Section H.

TITLE: In-Service Engineering and Life Cycle Management for NSWCCD-SSES Ship Hazardous Material and Environmental Systems

1.0 INTRODUCTION

The contractor shall provide engineering services required to support In-Service Engineering and Life Cycle Management Support for the Naval Surface Warfare Center, Carderock Division, Ship Systems Engineering Station (NSWCCD-SSES) Ship Hazardous Material and Environmental Systems. NSWCCD-SSES Codes 631 and 635 are in the process of developing and designing various technical systems and requirements in support of Branch objectives. This tasking will require engineering, scientific, programmatic and Fleet operational expertise to develop/design these requirements.

2.0 APPLICABLE DOCUMENTS

During performance of this task order, the following documents shall be utilized by the contractor:

- (a) Naval Ships' Technical Manual Chapter 593 Pollution Control, S9086-T8-STM-010/CH-593.
- (b) Naval Ships' Technical Manual Chapter 670 Stowage, Handling, and Disposal of Hazardous General Use Consumables, S9086-WK-STM-010/CH-670.
- (c) Environmental and Natural Resources Program Manual, Chief of Naval Operations Instruction, OPNAVINST 5090.1C.
- (d) Navy Occupational Safety and Health (NAVOSH) Program Manual for Forces Afloat, Chief of Naval Operations Instruction, OPNAVINST 5100.19E.
- (e) Hazardous Material User's Guide, Chief of Naval Operations Instruction, OPNAVINST 5100.28.
- (f) Consolidated Hazardous Material Reutilization and Inventory Management Program (CHRIMP) Manual, Naval Supply Systems Command, NAVSUP Publication 722.
- (g) "Design and Installation Guidance for Hazardous Material Minimization (HAZMINCEN) Areas for Surface Ships", NAVSEA S9593-DS-GYD-010, 17 March 2005.
- (h) NAVSEA Design Supplement, Section 1302, Hazardous Materials Management – Shipboard Control, NSWCCD-63-2005/37 February 14, 2005.

3.0 Scope of Work

The Contractor shall perform the following duties in support of NSWCCD-SSES Ship Hazardous Material and Environmental Systems efforts:

- 1) Provide engineering and project management support to the Hazardous Material Distance Support Pilot Program (HM DSPP); attend meetings, participate in reviews, develop documents, schedules, presentations, and support the execution of trials and prototypes.
- 2) Provide engineering and project management support for Hazardous Material Afloat Program (HMAP) conferences and working groups; attend meetings, participate in reviews, develop documents, schedules, presentations, and support the completion of working group actions.

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- 3) Support Fleet shipboard technical assistance visits, surveys, and evaluations.
- 4) Provide engineering support for environmental equipment systems and components design development, installation drawing development, and drawing reviews.
- 5) Support the preparation, review and/or comment on technical documents, reports, submittals, rules, supplements, requirements, guidance, procedures, as required. Provide onsite technical management support, as required.
- 6) Assist with development of long range plans, schedules and alteration packages, and attend technical and programmatic meetings as required.
- 7) Prepare test plans, test reports, and provide support during the testing; Support the interpretation of test data for prototype systems and components. Fabricate test materials and support the design and assembly of applicable components/test fixtures/articles for testing and evaluation.
- 8) Support failure analyses and reliability centered maintenance efforts; support Root Cause Analysis (RCA).
- 9) Support the development/design of Standard Operating Procedures for shipboard environmental systems. Develop/design procedures and implementation guidance for the extension/integration of shore-side programs to Navy Ships, including analysis and validation of ship requirements to support operational and maintenance requirements.
- 10) Provide production/engineering services in support of shipboard environmental systems, consisting of developing/reviewing the design drawings and the engineering technical design specifications. Update Installation Guidelines for shipboard environmental systems; including ship acquisition programs.
- 11) Develop performance specifications and technical purchase descriptions; perform data analysis; and database development. As directed by NSWCCD, develop web-enabled data management tools and systems for shipboard environmental systems. Develop functional specification requirements in support of shipboard environmental systems software programs, including interface with legacy and future programs.
- 12) Provide support in the development of Spill Contingency Plans. Support identification of emergent spill response equipment and the maintenance of existing Integrated Logistics Support (ILS) for current hazardous material and oil spill response kits.
- 13) Review training for current and future Navy shipboard environmental systems courses, including review of course curriculum and Computer Based Training (CBT) and Video Teletraining (VTT) formats.

4.0 Other Considerations

- 1) All products, documentation, data files and masters for products/reports etc. developed to support this task are the property of the government and shall be turned over to NSWCCD-SSES, upon request or completion of this task. Contractor user IDs, Passwords, and needed access for completion of this task will be coordinated through the TOM.
- 2) Travel/Places of Performance - The majority of the work shall be performed at the Contractor's site. The Contractor will be required to attend meetings and perform visits in the performance of the various tasks assigned under this contract. Such visits will be to Navy activities, ships, industrial areas, other contractors, and corporations and businesses associated with each particular task. Ships may be visited during availabilities and may require isolated underway periods. Services may be provided off-site, on-site, or a combination of both, depending on program requirements and shall be specified by the TPOC. Some work will be conducted at NSWCCD-SSES Philadelphia. Locations include but are not limited to Philadelphia, PA, Norfolk VA, all east and west coast homeports, and new construction yard facilities.
- 3) Materials - Material to be specified by the TOM and are included under Other Direct Costs.
- 4) Government Furnished Information - The Government will provide the contractor with all information, including deadlines and government proprietary data within a ten (10) day period to complete the task in a timely manner.

5.0 Deliverables

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<u>Report Name</u>	<u>1st Submission Date</u>	<u>Subsequent Submission Date</u>
SCHEDULES	15 DATO	ASREQ
MANAGEMENT PLANS	15 DATO	ASREQ
CONFERENCE AGENDA/MINUTES	ASREQ	ASREQ
STUDIES	ASREQ	ASREQ
STATUS REPORT	15 DATO	MONTHLY
CONTRACT FUNDS STATUS REPORT	45 DATO	MONTHLY
QUALITY ASSURANCE PLAN (QAP)	3 MO PRIOR TO END OF TO	NA

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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:

DODACC: N65540
Task Order Manager
Christian Adamoyurka, 635
5001 S. Broad St. Bldg 1000, Rm 205
Philadelphia, PA 19112
christian.adamoyurka@navy.mil
(215) 897-1591

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SECTION E INSPECTION AND ACCEPTANCE

The inspection and acceptance shall be performed at destination by:

DODACC: N65540
Task Order Manager
Christian Adamoyurka, 635
5001 S. Broad St. Bldg 1000, Rm 205
Philadelphia, PA 19112
christian.adamoyurka@navy.mil
(215) 897-1591

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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 and 3000	All	Five (5) years thereafter

(End of clause)

DELIVERY INFORMATION

FOB: Destination

SHIP TO ADDRESS:

DODACC: N65540
DODACC: N65540
Task Order Manager
Christian Adamoyurka, 635
5001 S. Broad St. Bldg 1000, Rm 205
Philadelphia, PA 19112
christian.adamoyurka@navy.mil
(215) 897-1591

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SECTION G CONTRACT ADMINISTRATION DATA

DODACC: N65540
Task Order Manager
Christian Adamoyurka, 635
5001 S. Broad St. Bldg 1000, Rm 205
Philadelphia, PA 19112
christian.adamoyurka@navy.mil
(215) 897-1591

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

Cost Voucher (Cost Reimbursable, T&M , LH , or FPI)

DODAAC Codes and Inspection and Acceptance Locations

Issue DODAAC	<u>N00167</u>
Admin DODAAC	<u>S5111A</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>NA</u>
Service Acceptor DODAAC	<u>NA</u>
Service Approver DODAAC	<u>N65540</u>
Ship To DODAAC	<u>See Section F</u>

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DCAA Auditor DODAAC	<u>HAA47B</u>
LPO DODAAC	<u>NA</u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
christian.adamoyurka@navy.mil
robert.klimas@navy.mil

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

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

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NSWCCD WAWF point of contact at (301) 227-5419.

(End of Clause)

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 20,800 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.

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(d) The level of effort for this contract shall be expended at an average rate of approximately 80 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

Fee Reduction = Fee x ((Required LOE minus Expended LOE)divided by Required LOE)

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

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is 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

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SECTION H SPECIAL CONTRACT REQUIREMENTS

CAR-H09 Performance-Based Acquisition Evaluation Procedures for a SeaPort e Task Order (MAR 2006) (NSWCCD)

(a) Introduction: The contractor's performance on this task order will be evaluated by the Government, in accordance with this task order clause. The first evaluation will cover the period ending twelve months after the date of task order award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under the task order. Based on the evaluation results, the PCO will assign an overall performance rating in accordance with paragraph (b) of this clause. The purpose of the evaluation is to determine remedies that may be invoked due to "Unsatisfactory" performance. If the PCO assigns an "Unsatisfactory" performance rating for the period evaluated, the PCO may take unilateral action, in accordance with clause 52.246-5 entitled "Inspection of Services-Cost Reimbursement", dated Apr 1984, in Section E of the base contract, to provide for a fee reduction covering the performance period evaluated. This clause provides the basis for evaluation of the contractor's performance and for determining if the fee amount should be reduced due to "Unsatisfactory" performance.

(b) Performance Ratings: The Government will evaluate the contractor's performance of the Statement of Work under the task order for each twelve month period of performance, using the measurable performance standards set forth in the Performance Requirements Summary Table in the SOW, or elsewhere in the task order, and the PCO will assign one of the following ratings:

- (1) Excellent
- (2) Very Good
- (3) Satisfactory
- (4) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

Table 1: Overall Performance Ratings

For The Evaluation Period

Overall Performance Rating	Standard
Excellent	"Excellent" ratings for all performance evaluation criteria.
Very Good	A combination of "Excellent" and "Satisfactory" ratings determined by the PCO to exceed Satisfactory" overall.
Satisfactory	A minimum of "Satisfactory" ratings for all performance evaluation criteria.
Unsatisfactory	A rating of "Unsatisfactory" for one or more performance evaluation criteria.

(c) Evaluation Objective: The purpose of the evaluation and the inclusion of a remedy to the Government for unsatisfactory contractor performance under this task order is to ensure that the Government receives at least "Satisfactory" overall performance.

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

(e) Organization: The performance evaluation organization consists of the Procuring Contracting Officer (PCO), who

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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). Contractor provides highly qualified personnel.

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Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Contractor 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
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. Reports are clear, accurate,

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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.	and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.
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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:

Ms. Irene Katakinski

215-897-7596

irene.katakinski@navy.mil

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SECTION I CONTRACT CLAUSES

The Organizational Conflict of Interest provision of the base contract is hereby invoked for this task order.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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

(End of Clause)

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

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

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

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

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

(1) assign additional work under the task order;

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

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

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

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

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

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

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

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

CAR-H10 PERFORMANCE REQUIREMENTS SUMMARY TABLE