

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 28	3. EFFECTIVE DATE 16-Dec-2010	4. REQUISITION/PURCHASE REQ. NO. 11-DJ-026	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N65540	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A	

NSWC, CARDEROCK DIVISION, PHILADELPHIA
NAVSSSES
Philadelphia PA 19112-1403
Dorothy.Jones1@navy.mil 215-897-1712

DCMA Manassas
10500 BATTLEVIEW PARKWAY, SUITE 200
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) McKean Defense Group - Information Technology, LLC 3 Crescent Drive, Suite 410 Philadelphia PA 19112-1016		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4078-EHP2
		10B. DATED (SEE ITEM 13) 21-Sep-2007
CAGE CODE OPT02	FACILITY CODE 607156809	

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)
SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) IAW FAR 52.232-22, 'LIMITATION OF FUNDS'

E. IMPORTANT: Contractor [X] 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)	
		Stephen M Orczewski, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Stephen M Orczewski	16-Dec-2010
		(Signature of Contracting Officer)	

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GENERAL INFORMATION

The purpose of this modification is to provide funding in the amount of \$XXX,XXX. As a result, the total funding obligated and available for payment under this order is \$5,079,710.00. It is estimated the funding obligated under this order will cover the cost of performance through 31 January 2011. In accordance with Contract Clause 52.232-22, the Government is not obligated to reimburse the contractor for any costs incurred in excess of \$5,079,710.00 unless additional funds are made available and obligated under this order in a subsequent modification.

The Line of Accounting information is hereby changed as follows:

410005 03475507 XXXXXX

LLA :

BS 1701811 6210 253 WAWGC 0 068342 2D 000000 231738000000

Standard Number: N0002411WX20722/AA

This SLIN is associated with Technical Instruction Letter Number XX

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
410005	SCN	XXX,XXX	XXX,XXX	XXX,XXX

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

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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, Technical and Management Support to US Navy Training Development and Distance Support Initiatives. (TBD)	1.0 Lot	\$XXX,XXX	\$XXX,XXX	\$2,081,329.00
100001	Funding SLIN for Item 1000 (TBD)				
100002	Funding SLIN for Item 1000 (TBD)				
100003	Funding SLIN for Item 1000 (TBD)				
100004	Funding SLIN for Item 1000 (TBD)				
100005	Funding SLIN for Item 1000 (TBD)				
100006	Funding SLIN for Item 1000 (TBD)				
100007	Funding SLIN for Item 1000 (TBD)				
100008	Funding SLIN for Item 1000 (TBD)				
100009	Funding SLIN for Item 1000 (TBD)				
100010	Funding SLIN for Item 1000 (TBD)				
100011	Funding SLIN for Item 1000 (TBD)				
100012	Funding SLIN for Item 1000 (TBD)				
100013	Funding SLIN for item 1000 (TBD)				
100014	Funding SLIN for Item 1000 (OPN)				
100015	Funding SLIN for Item 1000 (O&MN,N)				

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3000	Support Costs for CLIN 0001 including	1.0 Lot	\$780,000.00

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Materials and
Travel. Material
estimated at
\$XXX,XXX and
travel at
\$XXX,XXX.
(TBD)

- 300001 FUNDING SLIN FOR
ITEM 3000 (TBD)
- 300002 FUNDING SLIN FOR
ITEM 3000 (TBD)
- 300003 FUNDING SLIN FOR
ITEM 3000 (TBD)
- 300004 FUNDING SLIN FOR
ITEM 3000 (TBD)
- 300005 FUNDING SLIN FOR
ITEM 3000 (TBD)
- 300006 FUNDING SLIN FOR
ITEM 3000 (TBD)
- 300007 FUNDING SLIN FOR
ITEM 3000 (TBD)
- 300008 FUNDING SLIN FOR
ITEM 3000 (TBD)
- 300009 FUNDING SLIN FOR
ITEM 3000 (TBD)
- 300010 Funding SLIN FOR
ITEM 3000 (TBD)
- 300011 Funding SLIN FOR
ITEM 3000 (TBD)
- 300012 Funding SLIN for
ITEM 3000
(O&MN,N)
- 300013 FUNDING SLIN FOR
CLIN 3000 (SCN)
- 300014 INCREMENTAL
FUNDING FOR CLIN
3000 (O&MN,N)
- 300015 INCREMENTAL
FUNDING FOR CLIN
3000 (SCN)
- 300016 INCREMENTAL
FUNDING FOR CLIN
3000 (O&MN,N)
- 300017 INCREMENTAL
FUNDING FOR CLIN
3000 (O&MN,N)
- 300018 INCREMENTAL
FUNDING FOR CLIN
3000 (O&MN,N)
- 300019 INCREMENTAL
FUNDING FOR CLIN
3000 (O&MN,N)
- 300020 INCREMENTAL
FUNDING FOR CLIN
3000 (O&MN,N)

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For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Engineering, Technical and Management Support to US Navy Training Development and Distance Support Initiatives. (TBD)	1.0 Lot	\$XXX,XXX	\$XXX,XXX	\$2,164,435.00
400001	Funding SLIN for Item 4000 (O&MN,N)				
400002	Funding SLIN FOR ITEM 4000 (O&MN,N)				
400003	FUNDING SLIN FOR CLIN 4000 (SCN)				
400004	FUNDING SLIN FOR CLIN 4000 (SCN)				
400005	FUNDING SLIN FOR CLIN 4000 (O&MN,N)				
400006	FUNDING SLIN FOR CLIN 4000 (O&MN,N)				
400007	INCREMENTAL FUNDING FOR CLIN 4000 (OTHER)				
400008	INCREMENTAL FUNDING FOR CLIN 4000 (O&MN,N)				
400009	INCREMENTAL FUNDING FOR CLIN 4000 (O&MN,R)				
400010	INCREMENTAL FUNDING FOR CLIN 4000 (OTHER)				
400011	INCREMENTAL FUNDING FOR CLIN 4000 (SCN)				
400012	INCREMENTAL FUNDING FOR CLIN 4000 (OTHER)				
400013	INCREMENTAL FUNDING FOR CLIN 4000 (O&MN,N)				
400014	INCREMENTAL FUNDING FOR CLIN 4000 (O&MN,N)				
400015	INCREMENTAL FUNDING FOR CLIN 4000 (O&MN,N)				
400016	INCREMENTAL FUNDING FOR CLIN				

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4000 (SCN)

400017 INCREMENTAL
FUNDING FOR CLIN
4000 (O&MN,N)

400018 INCREMENTAL
FUNDING FOR CLIN
4000 (O&MN,N)

400019 INCREMENTAL
FUNDING FOR CLIN
4000 (O&MN,N)

400020 INCREMENTAL
FUNDING FOR CLIN
4000 (O&MN,N)

400021 INCREMENTAL
FUNDING FOR CLIN
4000 (O&MN,N)

400022 INCREMENTAL
FUNDING FOR CLIN
4000 (SCN)

400023 INCREMENTAL
FUNDING FOR CLIN
4000 (O&MN,N)

4100	Engineering, Technical and Management Support to US Navy Training Development and Distance Support Initiatives. (O&MN,N)	1.0 Lot	\$XXX,XXX	\$XXX,XXX	\$1,519,302.00
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410001 INCREMENTAL
FUNDING FOR CLIN
4100 (O&MN,N)

410002 INCREMENTAL
FUNDING FOR CLIN
4100 (O&MN,N)

410003 INCREMENTAL
FUNDING (TI 12)
(O&MN,N)

410004 INCREMENTAL
FUNDING (TI 12)
(O&MN,R)

410005 INCREMENTAL
FUNDING (TI 14)
(SCN)

4200	Engineeering, Technical and Management Support to US Navy Training Development and Distance Support Initiatives. (TBD)	1.0 Lot	\$XXX,XXX	\$XXX,XXX	\$1,564,794.00
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For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

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6000	Support Costs for CLIN 4000 including Materials and Travel. Material estimated at \$XXX,XXX and travel estimated at \$XXX,XXX (TBD)	1.0 Lot	\$780,000.00
6100	Support Costs for CLIN 4100 including Materials and Travel. Material estimated at \$XXX,XXX and Travel estimated at \$XXX,XXX (TBD)	1.0 Lot	\$520,000.00
6200	Support Costs for CLIN 4200 including Materials and Travel. Material estimated at \$XXX,XXX and travel at \$XXX,XXX. (TBD)	1.0 Lot	\$520,000.00

LEVEL OF EFFORT:

The level of effort for the performance of this task order is based upon an anticipated total estimated level of effort of 150,000 hours of direct labor over a five (5) year period. Direct hours include subcontracted labor hours, but do not include holiday, sick leave, vacation and other absence hours.

The estimated composition of the 150,000 man hours of direct labor can be found in the chart below. Seventy (70) percent of the estimated hours are projected to be hours performed at Contractor's Facility and the other thirty (30) percent at Government's Facility.

LABOR CATEGORIES	BASIC PERIOD 10/1/2007 - 4/4/2009	OPTION I 4/5/2009 - 9/30/2010	OPTION 2 10/1/2010 - 9/30/2011	OPTION 3 10/1/2011 - 9/30/2012	TOTAL HOURS
* Program Manager	3,000	3,000	2,000	2,000	10,000
*Distance Support Remedy Customer Service Representative	3,000	3,000	2,000	2,000	10,000
*Instructional System Developer	3,000	3,000	2,000	2,000	10,000
*Navy Information Application Product Suite Training Specialist	3,000	3,000	2,000	2,000	10,000
Database Administrator	3,750	3,750	2,500	2,500	12,500
Web Developer	3,750	3,750	2,500	2,500	12,500
Engineer	2,250	2,250	1,500	1,500	7,500
Senior Engineer	750	750	500	500	2500
Technician	4,500	4,500	3,000	3,000	15,000

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Senior Technician	2,250	2,250	1,500	1,500	7,500
Analyst	4,500	4,500	3,000	3,000	15,000
Senior Analyst	2,250	2,250	1,500	1,500	7,500
Technical Writer	4,500	4,500	3,000	3,000	15,000
Clerk Typist	4,500	4,500	3,000	3,000	15,000
TOTAL ESTIMATED HOURS	45,000	45,000	30,000	30,000	150,000

*Denotes Key Personnel Labor Category

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

ENGINEERING, TECHNICAL AND MANGEMENT SUPPORT TO US NAVY TRAINING DEVELOPMENT AND DISTANCE SUPPORT INITIATIVES

1.0 SCOPE

Provide non-recurring engineering, technical, and management support services to the Naval Surface Warfare Center, Carderock Division, Philadelphia Site (NSWCCD-SSES) in support of NSWCCD-SSES Code 94.

2.0 APPLICABLE DOCUMENTS

All efforts performed under this delivery order shall be in accordance with technical standards cited by NSWCCD-SSES as appropriate for the task.

3.0 TASKS/STATEMENT OF WORK

3.1 Review applicable OEM and other training materials to determine costs, benefits, limitations, and compatibility with current Navy training directives.

3.2 Perform reviews of training courses and training manuals.

3.3 Develop metrics to measure effectiveness of training for continuous improvement. Report and identify problem areas and propose solutions.

3.4 Provide Distance Support training for the integration of Distance Support 2.0/NIAPS technology onboard US Navy ships.

3.4.1 Modify the implementation plan for the installation and integration of the new system and interface documentation to existing systems.

3.4.2 Perform coordination with ships and support activities to schedule and indoctrinate personnel with planned training implementation.

3.4.3 Perform onboard assessments to verify performance with operations standards and to verify performance.

3.5 Provide on-site engineering and technical support to the Distance Support Office located in Philadelphia, PA.

3.5.1 Maintain and update Remedy database for Distance Support.

3.5.2 Provide technical assistance for the development of design and implementation documentation for new equipment installations related to the Distance Support Program.

3.5.3 Develop and monitor metrics for Distance Support issues assigned to NAVSEA Warfare Center Philadelphia.

3.6 The contractor shall develop and modify Computer Based Training (CBT), Navy eLearning (NeL) and Interactive Courseware Development (ICW) as directed by the technical instruction letter. The contractor shall utilize standard industry software for development and deliver all source files, including development files to the government customer. All CBT, NeL, and ICW developed or modified must comply with current NPDC guidelines.

3.7 The contractor, as directed by the technical instruction letter, shall develop new training aids on electronic media. The training aids produced:

3.7.1 Must be in a format displayable without the use of proprietary software.

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3.7.2 Must be capable of integration with Interactive Electronic Technical Manuals (IETMS).

3.8 The contractor, as directed by the technical instruction letter, shall convert existing analog media to digital format. In addition, the contractor shall reproduce and duplicate electronic training media.

3.9 The contractor, as directed by the technical instruction letter, shall perform analyses of Human Capital Object (HCO) data and determine the best options for providing training.

4.0 DELIVERABLES/SCHEDULE

4.1 Progress and monthly financial/status report on or about the tenth working day of each month and include the accomplishments of the prior month. To be submitted in contractor's format.

4.2 Preliminary and Final Technical Documentation

4.3 Ship Systems Status reports

4.4 Development Schedule

4.5 Shipcheck reports and sketches

5.0 TRAVEL AND PLACE OF PERFORMANCE

The primary place of performance will be the contractor's facility, which shall be located within reasonable commuting distance of The Philadelphia Naval Business Center, Building 4. Travel may be required to the following locations to support the above statement of work. Travel locations include but are not limited to:

Washington, DC

Norfolk, VA

Newport News, VA

Groton, CT

Kings Bay, GA

San Diego, CA

Pearl Harbor, HI

Ingleside, TX

Pascagoula, MS

Mayport, FL

Bremerton, WA

Sasebo, Japan

Yokosuka, Japan

Gaeta, Italy

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6.0 MATERIALS

6.1 The contractor shall acquire all incidental materials required in support of executing the statement of work.

6.2 Contractor must have ability to attain the clearance necessary to handle and store classified documents, including NOFORN, CONFIDENTIAL, and SECRET. Documents include, but are not limited to technical manuals, drawings, letters, and reports. Classified documents must be handled in accordance with standard classified security operating procedures.

7.0 PERIOD OF PERFORMANCE:

The period of performance of this task order is from date of award through sixty (60) months thereafter, provided that options are exercised.

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the basic contract.

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: Navy Surface Warfare Center, Carderock Division

Attn: Bob Johnson/ Code 9410
5001 S Broad St
Philadelphia, PA 19112
Bldg 4

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at Destination by the Government (NSWCCD, Code 94).

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for the base period 1 October 2007 through 4 April 2009 as follows:

1000 Date of Award - 4/4/2009

3000 Date of Award - 4/4/2009

The period of performance for Option 1 is from 5 April 2009 through 30 September 2010

4000 4/5/2007 - 9/20/2010

6000 4/5/2007 - 9/20/2010

The period of performance Option 2 is from 1 October 2010 through 30 September 2011

4100 10/1/2010 - 9/20/2011

6100 10/1/2010 - 9/20/2011

The period of performance Option 3 is from 1 October 2011 through 30 September 2012

4200 10/1/2011 - 9/20/2012

6200 10/1/2011 - 9/20/2012

DELIVERY INFORMATION

FOB: Destination

SHIP TO ADDRESS:

Naval Surface Warfare Center, Carderock Division

ATTN: Robert Johnson/Code 9410

5001 South Broad Street, Building 4

Philadelphia, PA 19112-1403

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Thomas A. Smith, 9440
5001 S. Broad St.
Philadelphia, PA 19112
thomas.a.smith1@navy.mil
215-897-1454

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	S2404A
Inspector DODAAC (if applicable)	N/A
Acceptor DODAAC	N65540
LPO DODAAC (if applicable)	N/A
Pay DODAAC:	HQ0338
DCAA Auditor DODAAC (if applicable)	HAA210

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:

Robert.Johnson@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 contract shall be 150,000 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 577 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

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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 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 in the Accounting and Appropriation Data to follow.

(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.

(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.

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Accounting Data

SLINID	PR Number	Amount
100001	72571440	XXXXXX
LLA :		
AA 1771804.60CA 250 00060 W 068732 2D C001JW 465797N7TRGQ		
Standard Number: (AA) N6553807RX00003		
100002	72571453	XXXXXX
LLA :		
AA 1771804.60CA 250 00060 W 068732 2D C001JW 465797N7TRGQ		
Standard Number: (AA) N6553807RX00003		
100003	72539157	XXXXXX
LLA :		
AB 1771804.22M9 000 68045 0 068566 2D CFQ326 680457FQ325Q		
Standard Number: (AA) N6804507RCFQ326		
300001	72539180	XXXXXX
LLA :		
AB 1771804.22M9 000 68045 0 068566 2D CFQ326 680457FQ325Q		
Standard Number: (AA) N6804507RCFQ326		

BASE Funding XXXXXX
Cumulative Funding XXXXXX

MOD 02

300002	80853407	XXXXXX
LLA :		
AC 97X4930.NH1C 000 77777 0 000167 2F 000000 081912011532		
300003	80873981	XXXXXX
LLA :		
AD 97X4930.NH1C 000 77777 0 000167 2F 00000 081916020018		

MOD 02 Funding XXXXXX
Cumulative Funding XXXXXX

MOD 03

100004	81427433	XXXXXX
LLA :		
AE 97X4930.NH1C 000 77777 0 000167 2F 000000 081912926511		
100005	81427438	XXXXXX
LLA :		
AF 97X4930.NH1C 000 77777 0 000167 2F 000000 081910313199		
300004	81345465	XXXXXX
LLA :		
AG 97X4930.NH1C 000 77777 0 000167 2F 000000 081910340103		
300005	81345585	XXXXXX
LLA :		
AH 97X4930.NH1M 000 77777 0 064267 2F 000000 MS400WX00027		
Standard Number: N6426708WX00027/AA		

MOD 03 Funding XXXXXX
Cumulative Funding XXXXXX

MOD 04

100006	81989494	XXXXXX
LLA :		
AJ 1761810.11LT 253 SAS5F 0 068342 2D 000000 LTCA50000000		
Standard Number: N0002406WX31163/AA		

MOD 04 Funding XXXXXX
Cumulative Funding XXXXXX

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MOD 05

100007 82525013 XXXXXX
 LLA :
 AK 97X4930.NH1C 000 77777 0 000167 2F 000000 081911411504

100008 82567238 XXXXXX
 LLA :
 AL 97X4930.NH1C 000 77777 0 000167 2F 000000 081910325810

MOD 05 Funding XXXXXX
 Cumulative Funding XXXXXX

MOD 06

100009 83250264 XXXXXX
 LLA :
 AM 97X4930 NH1C 000 77777 0 000167 2F 000000 081912011534

MOD 06 Funding XXXXXX
 Cumulative Funding XXXXXX

MOD 07

100010 83465008 XXXXXX
 LLA :
 AN 97X4930.NH1C 000 77777 0 000167 2F 000000 091916553006

MOD 07 Funding XXXXXX
 Cumulative Funding XXXXXX

MOD 08

100010 83465008 XXXXXX
 LLA :
 AN 97X4930.NH1C 000 77777 0 000167 2F 000000 091916553006

MOD 08 Funding XXXXXX
 Cumulative Funding XXXXXX

MOD 09

100011 90150480 XXXXXX
 LLA :
 AP 1791804.5T6M 252 EA1ES 0 068342 2D 04A6M0 900N10000N10
 Standard Number: N0003909RCFP137/AA

300006 90160560 XXXXXX
 LLA :
 AP 1791804.5T6M 252 EA1ES 0 068342 2D 04A6M0 900N10000N10
 Standard Number: N000390RCFP137/AA

300007 90160564 XXXXXX
 LLA :
 AQ 97X4930.NH1C 000 77777 0 000167 2F 000000 091910351601

300008 90160569 XXXXXX
 LLA :
 AR 97X4930.NH1C 000 77777 0 000167 2F 000000 091910352901

300009 9016567 XXXXXX
 LLA :
 AS 97X4930.NH1C 000 77777 0 000167 2F 000000 091919130002

MOD 09 Funding XXXXXX
 Cumulative Funding XXXXXX

MOD 11

100012 90900453 XXXXXX
 LLA :
 AP 1791804.5T6M 252 EA1ES 0 068342 2D 04A6M0 900N10000N10

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Standard Number: N0003909RCFP137/AA

100013 90900471 XXXXXX
 LLA :
 AP 1791804.5T6M 252 EALES 0 068342 2D 04A6M0 900N10000N10
 Standard Number: N0003909RCFP137/AA

300010 90900471 XXXXXX
 LLA :
 AP 1791804.5T6M 252 EALES 0 068342 2D 04A6M0 900N10000N10
 Standard Number: N0003909RCFP137/AA

MOD 11 Funding XXXXXX
 Cumulative Funding XXXXXX

MOD 12

100013 90900471 XXXXXX
 LLA :
 AP 1791804.5T6M 252 EALES 0 068342 2D 04A6M0 900NI0000N10
 Standard Number: N0003909RCFP137/AA

300011 90900471 XXXXXX
 LLA :
 AP 1791804.5T6M 252 EALES 0 068342 2D 04A6M0 900NI0000N10
 Standard Number: N0003909RCFP137/AA

MOD 12 Funding XXXXXX
 Cumulative Funding XXXXXX

MOD 13

100014 91764043 XXXXXX
 LLA :
 AT 97X4930.NH1C 000 77777 0 000167 2F 000000 992914020023

MOD 13 Funding XXXXXX
 Cumulative Funding XXXXXX

MOD 15

100015 92238897 XXXXXX
 LLA :
 AU 1791804.60AA 253 00060 W 068732 2D C001OG 465700000DSQ
 Standard Number: N4657909RC001OG/AA

300012 92238919 XXXXXX
 LLA :
 AU 1791804.60AA 253 00060 W 068732 2D C001OG 465700000DSQ
 Standard Number: N4657909RC001OG/AA

400001 92238897 XXXXXX
 LLA :
 AU 1791804.60AA 253 00060 W 068732 2D C001OG 465700000DSQ
 Standard Number: N4657909RC001OG/AA

MOD 15 Funding XXXXXX
 Cumulative Funding XXXXXX

MOD 16

400002 92238994 XXXXXX
 LLA :
 AV 97X4930.NH1C 000 77777 0 000167 2F 000000 091916531025

MOD 16 Funding XXXXXX
 Cumulative Funding XXXXXX

MOD 17

300013 92395885 XXXXXX
 LLA :

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AY 97X4930.NH1C 000 77777 0 000167 2F 000000 081912121019

400003 92395880 XXXXXX

LLA :

AY 97X4930.NH1C 000 77777 0 000167 2F 000000 081912121019

400004 92395874 XXXXXX

LLA :

AX 97X4930.NH1C 000 77777 0 000167 2F 000000 091910317913

MOD 17 Funding XXXXXX
Cumulative Funding XXXXXX

MOD 18

400005 92934573 XXXXXX

LLA :

AW 1701804.60BA 257 00060 R 068732 2D C4AB7G 00060060RA4Q

Standard Number: N0006010RC4AB7G/AA

This SLIN is associated with Technical Instruction Letter Number XX

MOD 18 Funding XXXXXX
Cumulative Funding XXXXXX

MOD 19

400006 93529883 XXXXXX

LLA :

AW 1701804.60BA 257 00060 R 068732 2D C4AB7G 00060060RA4Q

Standard Number: N0006010RC4AB7G/AA

This SLIN is associated with Technical Instruction Letter Number XX

MOD 19 Funding XXXXXX
Cumulative Funding XXXXXX

MOD 20

400007 00363614 XXXXXX

LLA :

AT 97X4930.NH1C 000 77777 0 000167 2F 000000 992914020023

This SLIN is associated with Technical Instruction Letter Number XX

400008 00363608 XXXXXX

LLA :

AW 1701804.60BA 257 00060 R 068732 2D C4AB7G 00060060RA4Q

Standard Number: N0006010RC4AB7G/AA

This SLIN is associated with Technical Instruction Letter Number XX

400009 00363613 XXXXXX

LLA :

AZ 1701806.60BA 257 00060 R 068732 2D C4A27G 00060060RA6Q

Standard Number: N0006010RC4A27G/AA

This SLIN is associated with Technical Instruction Letter Number XX

MOD 20 Funding XXXXXX
Cumulative Funding XXXXXX

MOD 21

400010 00495958 XXXXXX

LLA :

BA 1791319.64PB 253 SASCV 0 068342 2D 010240 422080000010

Standard Number: N0002410WX10218/AA

This SLIN is associated with Technical Instruction Letter Number XX

MOD 21 Funding XXXXXX
Cumulative Funding XXXXXX

MOD 22 Funding XXXXXX
Cumulative Funding XXXXXX

MOD 23

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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400011 01686592 XXXXXX
 LLA :
 BB 97X4930.NH1C 000 77777 0 000167 2F 000000 101912118141
 This SLIN is associated with Technical Instruction Letter Number XX(T. Bothel Support)

400012 01686617 XXXXXX
 LLA :
 BC 97X4930.NH1C 000 77777 0 000167 2F 000000 101910310006
 This SLIN is associated with Technical Instruction Letter Number XX (T. Bothel Support)

MOD 23 Funding XXXXXX
 Cumulative Funding XXXXXX

MOD 24

300014 01965722 XXXXXX
 LLA :
 BE 97X4930.NH1C 000 77777 0 000167 2F 000000 101916215410
 This SLIN is associated with Technical Instruction Letter Number XX

300015 01965742 XXXXXX
 LLA :
 BF 1791811.1227 252 WAWMC 0 068342 2D 000000 411638000000
 Standard Number: N0002410WX21707/AA
 This SLIN is associated with Technical Instruction Letter Number XX

300016 01955144 XXXXXX
 LLA :
 BH 1701804.8B5B 253 SASWF 0 068342 2D 000000 15BW80000W80
 Standard Number: N0002410WX02119/AA
 This SLIN is associated with Technical Instruction Letter Number XX

300017 02037652 XXXXXX
 LLA :
 BG 1701804.8B5B 253 SASWF 0 068342 2D 000000 15BW60000W60
 Standard Number: N0002410WX00491/AA
 This SLIN is associated with Technical Instruction Letter Number XX

300018 02037811 XXXXXX
 LLA :
 BK 97X4930.NH1C 000 77777 0 000167 2F 000000 101910310328
 This SLIN is associated with Technical Instruction Letter Number XX

400013 01975984 XXXXXX
 LLA :
 AW 1701804.60BA 257 00060 R 068732 2D C4AB7G 00060060RA4Q
 Standard Number: N0006010RC4AB7G/AA
 This SLIN is associated with Technical Instruction Letter Number XX

400014 01975991 XXXXXX
 LLA :
 BD 1701804.60BA 257 00060 R 068732 2D X4AW7G 00060060RA4P
 Standard Number: N0006010WX4AW7G/AA
 This SLIN is associated with Technical Instruction Letter Number XX

400015 01965722 XXXXXX
 LLA :
 BE 97X4930.NH1C 000 77777 0 000167 2F 000000 101916215410
 This SLIN is associated with Technical Instruction Letter Number XX

400016 01965742 XXXXXX
 LLA :
 BF 1791811.1227 252 WAWMC 0 068342 2D 000000 411638000000
 Standard Number: N0002410WX21707/AA
 This SLIN is associated with Technical Instruction Letter Number XX

400017 02037652 XXXXXX
 LLA :
 BG 1701804.8B5B 253 SASWF 0 068342 2D 000000 15BW60000W60
 Standard Number: N0002410WX00491/AA
 This SLIN is associated with Technical Instruction Letter Number XX

400018 02037658 XXXXXX

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LLA :
 BG 1701804.8B5B 253 SASWF 0 068342 2D 000000 15BW60000W60
 Standard Number: N0002410WX00491/AA
 This SLIN is associated with Technical Instruction Letter Number XX

400019 01955144 XXXXXX
 LLA :
 BH 1701804.8B5B 253 SASWF 0 068342 2D 000000 15BW80000W80
 Standard Number: N0002410WX02119/AA
 This SLIN is associated with Technical Instruction Letter Number XX

400020 02037667 XXXXXX
 LLA :
 BJ 97X4930.NH1C 000 77777 0 000167 2F 000000 101631027031
 This SLIN is associated with Technical Instruction Letter Number XX

MOD 24 Funding XXXXXX
 Cumulative Funding XXXXXX

MOD 25

400021 02234956 XXXXXX
 LLA :
 BL 1701804.70BA 257 00070 R 045924 2D XK1396 0007001396KD
 Standard Number: N0007010WXXK1396/AA
 This SLIN is associated with Technical Instruction Letter Number XX (SAUER
 COMPRESSOR TRPPM/NTSP)

400022 02235243 XXXXXX
 LLA :
 BM 1761811.1281 253 WAWUC 0 068342 2D 000000 201308000000
 Standard Number: N0002410WX20719/AA
 This SLIN is associated with Technical Instruction Letter Number XX (LCS LCM
 PROGRAM SUPPORT (VCHT) - JENNIFER AMBROSE)

MOD 25 Funding XXXXXX
 Cumulative Funding XXXXXX

MOD 26

300019 02464821 XXXXXX
 LLA :
 BN 1701804.8B5B 253 SASWF 0 068342 2D 000000 15BR10000R10
 Standard Number: N0002410WX01963/AA
 Incremental Funding for CLIN 3000; In accordance with Technical Instruction #XX

300020 02664053 XXXXXX
 LLA :
 BP 1701804.70BA 257 00070 R 045924 2D XK1901 0007001901KD
 Standard Number: N0007010WXXK1901/AA
 Incremental Funding for CLIN 3000; In accordance with Technical Instruction #XX

400023 02464821 XXXXXX
 LLA :
 BN 1701804.8B5B 253 SASWF 0 068342 2D 000000 15BR10000R10
 Standard Number: N0002410WX01963/AA
 Incremental Funding for CLIN 4000; In accordance with Technical Instruction #XX

410001 02464821 XXXXXX
 LLA :
 BN 1701804.8B5B 253 SASWF 0 068342 2D 000000 15BR10000R10
 Standard Number: N0002410WX01963/AA
 Incremental Funding for CLIN 4100; In accordance with Technical Instruction #XX

410002 02664053 XXXXXX
 LLA :
 BP 1701804.70BA 257 00070 R 045924 2D XK1901 0007001901KD
 Standard Number: N0007010WXXK1901/AA
 Incremental Funding for CLIN 4100; In accordance with Technical Instruction #XX

MOD 26 Funding XXXXXX
 Cumulative Funding XXXXXX

MOD 27

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410003 03146874 XXXXXX
 LLA :
 BQ 1711804 60BA 257 00060 R 068732 2D C4AB7G 00060160RA4D
 Standard Number: N0006011RC4AB7G/AA
 This SLIN is associated with Technical Instruction Letter Number XX

410004 03146972 XXXXXX
 LLA :
 BR 1711806 60BA 257 00060 R 068732 2D C4A17G 00060160RA6P
 Standard Number: N0006011RC4A17G/AA
 This SLIN is associated with Technical Instruction Letter Number XX

MOD 27 Funding XXXXXX
 Cumulative Funding XXXXXX

MOD 28

410005 03475507 XXXXXX
 LLA :
 BS 1701811 6210 253 WAWGC 0 068342 2D 000000 231738000000
 Standard Number: N0002411WX20722/AA
 This SLIN is associated with Technical Instruction Letter Number XX

MOD 28 Funding XXXXXX
 Cumulative Funding XXXXXX

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

Table 1: Overall Performance Ratings

For The Evaluation Period

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

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

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

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

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

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

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

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

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

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

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

TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

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

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

TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

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

TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
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CostManagement	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent. 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.
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.	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

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 on or before 10 days before the start of the options; 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.

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

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theodore.ptashkin@navy.mil

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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

Per Summary Table

Security Classification Specification

Enclosure 1 to 254