

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-04-D-4119	2. DELIVERY ORDER NO. EHP408	3. EFFECTIVE DATE ORIG 08/16/2005 MOD 08/15/2006	4. PURCHASE REQUEST NO. N65540-06-MR-58422
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5. ISSUED BY NSWC, CARDEROCK DIVISION, PHILADELPHIA Annette Bucci 3352 NAVSSSES Philadelphia, PA 19112-1403 annette.bucci@navy.mil 215-897-7770 Ext.	CODE N65540	6. ADMINISTERED BY DCMA SOUTHERN VIRGINIA 190 BERNARD ROAD, BLDG 117 FORT MONROE, VA 23651	CODE S5111A
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7. CONTRACTOR AMSEC LLC 2829 Guardian Lane Virginia Beach, VA 23452	CODE 1LT84	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus, OH 43213	CODE HQ0338
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13. TYPE OF ORDER	<input type="checkbox"/> D	<input checked="" type="checkbox"/> X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

AMSEC LLC



NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA
See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages					

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA By: Regina Shuster CONTRACTING/ORDERING OFFICER	08/15/2006	22. TOTAL \$976,434.00
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SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

1. The purpose of this modification is to provide incremental funding. This will be accomplished by transferring cost ceiling in the amount of [REDACTED] from CLIN 0001AA to CLIN 0001AK and [REDACTED] from CLIN 0003AA to 0003AH as detailed below:

CLIN COST

0001AK [REDACTED]

0003AH [REDACTED]

2. Funding for CLIN 0001 is hereby increased by [REDACTED] from [REDACTED] to [REDACTED]. Funding for CLIN 0003 is hereby increased by [REDACTED] from [REDACTED] to [REDACTED].

3. ACCOUNTING/APPROPRIATION DATA

AK 97X4930.NH1C 000 77777 0 000167 2F 000000 061910124701 [REDACTED]

Item Number 0001AK [REDACTED]

Requisition Number 62196778 [REDACTED] Item Number 0001AK

Requisition Number 62217717 [REDACTED] Item Number 0001AK

Item Number 0003AH for [REDACTED]

Requisition Number 62217717 [REDACTED] Item Number 0003AH

Requisition Number 62279573 [REDACTED] Item Number 0003AH

4. CLINS 0001AK and 0003AH have been added to Section G as fully funded.

5. The total value of the Task order remains unchanged. The total amount of funds obligated to the task is hereby increased by [REDACTED] from [REDACTED] to [REDACTED].

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

7. The period of performance is hereby extended from 14 August 2006 to 31 August 2006.

8. All other terms and conditions remain unchanged.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

0001 Technical, logistics support for AC&R Systems and supply and Collective Protection System (CPS) equipment and components on Naval Ships

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AA	Technical logistics support services for AC&R systems. Holding SLIN - represents unfunded amount. (OTHER)		1.0 Lot			

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AB	Technical, logistics support services for AC&R Systems (O&MN,N)		1.0 Lot			

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AC	Incremental funding to support Clin 0001 (O&MN,N)		1.0 Lot			

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AD	Incremental funding for Item 0001 (RDT&E)		1.0 Lot			

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AE	Incremental funding for Item 0001 (RDT&E)		1.0 Lot			

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AF	SLIN Deleted. Funds moved to 0003AF (O&MN,N)					

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AG	Incremental funding for Item 0001 (O&MN,N)		1.0 Lot			

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AH	Incremental funding for Clin 0001-Labor (O&MN,N)		1.0 Lot			

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AJ	Incremental funding for Clin 0001-Labor (O&MN,N)		1.0 Lot			

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AK	Incremental funding for Clin 0001 (O&MN,N)	1.0 Lot	██████████	██████████	██████████

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
0003			██████████
0003AA	Support Costs Holding SLIN (TBD). Represents Unfunded amount. (OTHER)	1.0 Lot	██████████
0003AB	Support Costs related to SLIN 0001AB (O&MN,N)	1.0 Lot	██████████
0003AC	Incremental funding for Item 0003 Support Costs (O&MN,N)	1.0 Lot	██████████
0003AD	Incremental funding for Item 0003 support costs (O&MN,N)	1.0 Lot	██████████
0003AE	incremental funding for item 0003 support costs (RDT&E)	1.0 Lot	██████████
0003AF	Incremental funding for Item 0003, Support Costs. (RDT&E)	1.0 Lot	██████████
0003AG	Funding for Slin 0003-Support Costs (OTHER)	1.0 Lot	██████████
0003AH	Incremental funding for CLIN 0003-Support Costs (O&MN,N)	1.0 Lot	██████████

Offeror's are to submit their bids based on the following estimated level of effort:

LEVEL OF EFFORT

LABOR CATEGORY HOURS

ENGINEER ██████████

LOGISTICIAN ██████████

PROGRAM MANAGER ██████████

SR. HVAC&R ENGINEER ██████████

SR. CPS ENGINEER ██████████

SR. HVAC&R DESIGNER ██████████

TECHNICIAN ██████████

DATABASE ADMINISTRATOR ██████████

TOTAL ██████████

TYPE OF CONTRACT: CLIN 0001 is a cost-plus-fixed-fee contract. CLIN 0003 is cost only, (NO FEE). This TASK ORDER will contain no OPTIONS.

OTHER DIRECT COSTS

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(SLIN 0003AA) For purposes of preparing a proposal offerors shall utilize the stated Not-To-Exceed amount for SLIN 0003AA. The other direct costs estimated at [REDACTED] consist of travel estimated at [REDACTED] other direct costs estimated at [REDACTED] and subcontracting costs estimated at [REDACTED]. Offerors must indicate in the supporting cost data all of the indirect costs that will be applied to these costs. For the purpose of cost realism analysis, the offeror's proposed indirect cost rates for SLIN 0003AA will be applied to the Amount specified to compute an estimated costs for SLIN 0003AA. (Although this method will be used for evaluation purposes, the final task order will indicate that the NTE amount is inclusive of G&A and all other indirect rates identified by the offeror in their proposal and considered in evaluation of that offer).

The Service Contract Act is not applicable to this task order since the work to be performed will be completed onboard U.S. Navy Ships.

PAYMENT OF FEE

(a) The Government shall make payments to the Contractor, subject to and in accordance with the clause contained in the base IDIQ entitled "FIXED FEE" (FAR 52.216-8). Such payments shall be equal to the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of the base IDIQ entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7). Total fees paid to the Contractor for performance of work under this task order shall not exceed the fee amount set forth in the task order.

(b) In the event of discontinuance of the work under this task order in accordance with the clause of the base IDIQ contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this task order, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this task order, the Government shall be required to pay the Contractor any amount in excess of the funds obligated under this task order at the time of the discontinuance of work.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C DESCRIPTIONS AND SPECIFICATIONS

ABBREVIATIONS: HVAC&R Heating, Ventilation, Air Conditioning and Refridgeration

ECP Engineering Change Proposal

CPS Collective Protection System

MIP Maintenance Index Page

MRC Maintenance Requirement Card

TM Technical Manual

AC&R Airconditioning and Refridgeration

JCF Justification/Cost Form

1.0 SCOPE: Provide technical, logistic, and program support services to the Naval Surface Warfare Center, Carderock Division, Philadelphia Site (NSWCCD-SSES) in support of NSWCCD-SSES C/9213 Programs. These programs encompass reciprocating, rotary and centrifugal shipboard air conditioning and refrigeration (AC&R) systems and supply, exhaust, and recirculation systems and related components such as cooling and heating coils, thermostats, humidistats, dampers, alarms, etc., and Collective Protection System (CPS) equipment and components on Naval Ships.

1.1 STATEMENT OF WORK: HVAC&R and CPS Engineering and Logistics Support Services:

1.1.1 Task A. Prepare, based on NSWCCD-SSES C/9213 provided Justification/Cost Forms, a draft Ship Alteration Record (SAR) for each applicable Ship Class. Shipcheck of at least one ship of each class shall be conducted prior to developing the SAR. Perform Shipcheck to determine actual locations of new equipment, ILS impacts, weight and moment data and if ship installation drawing will be required. Approximately 10 SARs are anticipated.

1.1.2 Task B. For each equipment type, conduct reviews and prepare comments or draft reply letters on HVAC&R unit test procedures, test requirements, test reports, operating instructions, training programs, technical manuals and equipment drawings, based on NSWCCD-SSES C/9213 provided guidance and support documentation. Develop engineering change proposals where applicable. Approximately 25 procedure reviews anticipated and 10 ECP developments anticipated.

1.1.3 Task C. Provide support for development of specifications and standards for ship HVAC, CPS, and AC&R system components. Identify alternative designs, requirements and suppliers for the equipment. Provide technical review and provide review comments or draft reply letters for vendor information requests (VIRs), request for diagram changes (RDCs) and maintenance, reliability and operating documentation of HVAC, CPS, and AC&R equipment as directed by NSWCCD-SSES C/9213. Develop requirements for training plans and training equipment to support new equipment. Approximately 2 new ship specification, 2 training plans, 12 VIRs and 12 RDCs are anticipated.

1.1.4 Task D. Accompany, or when requested by NSWCCD, represent NSWCCD-SSES C/9213 and provide technical support at various meetings at the vendor's, sponsor's, shipyard's facility, or on-board ship. Attend meetings at NSWCCD regarding technical issues and resolve related action items as directed by NSWCCD-SSES C/9213. Approximately 20 visits are anticipated.

1.1.5 Task E. For each equipment type, evaluate test data, operating data, drawings, vendor submitted reports and documentation, and maintenance requirements, or perform independent design reviews to resolve deficiencies identified on HVAC, CPS, and AC&R systems or equipment as directed by NSWCCD-SSES C/9213. Provide engineering assistance to evaluate and resolve fleet HVAC&R issues and draft message advisories as directed by NSWCCD-SSES C/9213. Perform reliability and maintainability studies on selected systems/components as directed by NSWCCD-SSES. Approximately 25 reviews, 15 instances of assistance, 8 maintainability studies and 6 advisories are anticipated.

1.1.6 Task F. Review logistic packages to ensure proper logistic support is provided on HVAC, CPS, and AC&R systems and equipment and develop required changes to logistic support documentation as tasked by NSWCCD-SSES. Approximately 15 reviews are anticipated.

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1.1.7 Task G. Maintain and update AC plant installation databases. Prepare installation schedule, schedule updates and reports. Update reports pertaining to authorized CFC users, equipment configurations for various hulls, and installation status. Examine situational “what-if” scenarios pertaining to schedule and calculations. Analyze the impact of schedule changes to the refrigerant stockpile and provide results. Review contract CDRL items including Provisioning Technical Documentation (PTD) and Planned Maintenance System (PMS) documents (MIPs and MRCs). Prepare and update Integrated Logistics Information sheets for Ship Alterations. Approximately 12 cycles are anticipated.

1.1.8 Task H. Review and comment on AC plant drawings and other technical documentation. Review and comment on AC plant conversion drawings and instructions, TMs, PMS and test reports. Provide technical support for the development of SARs for conversion of AC plants. Review and provide comments for SARs. Review and develop recommendations for AC plant conversion procedures and instructions as needed for the CFC conversion program. Provide support in the development of training requirements. Provide technical support of prototype conversion installations. Perform engineering analysis to resolve emergent AC plant problems. Approximately 20 instances are anticipated.

1.1.9 Task I. Provide support as requested by NSWCCD-SSES for surface ship ventilation and CPS related issues. Approximately 25 occurrences requiring 5 mandays per occurrence is anticipated.

1.1.10 Task J. General Engineering Support. Perform independent design studies or engineering analyses to resolve deficiencies identified on HVAC&R systems and CPS equipment and components as directed by NSWCCD-SSES C/9213. Evaluate design changes, design drawings and other technical documentation in support of modifications or alterations to systems, equipment or components relating to HVAC&R and CPS as directed by NSWCCD-SSES C/ 9213. Approximately 100 mandays of effort are anticipated.

2.0 REQUIREMENTS: HVAC&R and CPS Engineering and Logistics Support Services

2.1.1 The contractor will be responsible for the following:

2.1.2 Accomplishment of all engineering, technical and support services, incidental material and computer service time required to support this delivery order.

2.1.3 The contractor is required to identify a single technical POC assigned to manage all of the efforts identified herein upon delivery order award.

2.1.4 Purchasing all material identified as contractor furnished or incidental materials to accomplish delivery order.

3.0 PROGRESS REPORTS: HVAC&R and CPS Engineering and Logistics Support Services

3.1 Provide weekly status briefs until delivery order completion.

3.2 A monthly summary of progress made, future work anticipated, man-hours utilized, and funds expended.

4.0 DELIVERABLES: HVAC&R and CPS Engineering and Logistics Support Services

4.1.1 Draft SAR 20 working days after receipt of JCF and completion of shipcheck.

To be submitted in contractor's format.

4.1.2 Comments and draft reply letters for test procedures, test reports, operating instructions and equipment drawings 10 working days after receipt of NSWCCD-SSES C/9213 guidance for each review. Comments and or marked-up copies as requested or draft reply letters for technical manuals and training programs 45 working days after receipt of NSWCCD-SSES C/9213 guidance. To be submitted in contractor's format.

4.1.3 Draft VIR and RDC response letters and comments on training plans and training equipment 5 working days after receipt of NSWCCD-SSES C/9213 guidance for each letter. Ongoing support for development of new specifications will be reported in the monthly status. To be submitted in letter format.

4.1.4 Meeting minutes and resolution of meeting action items 15 working days following meeting completion for each event. To be submitted in a Memorandum format.

4.1.5 Comments and recommendations on review of engineering data, failure reports, drawings, maintenance requirements and draft AC&R advisory messages 10 days after NSWCCD-SSES guidance for each review. Written engineering recommendation and draft message advisories to be submitted 10 days after tasking. SEA 03L2 comments should be marked "DRAFT".

4.1.6 Comments on logistic package reviews and recommendations (10) days after NSWCCD-SSES

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guidance for each review. To be submitted in contractor format.

4.1.7 Provide final logistics and technical documentation. Provide final engineering technical documentation 60 days after guidance from tasking office.

To be submitted in contractor format.

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

5.0 TYPICAL PERSONNEL REQUIRED

The contractor shall be responsible for the employment of trained and technically qualified personnel to perform evaluation efforts. The contractor shall employ technically qualified personnel to perform the tasks to be ordered hereunder. In addition, the contractor is responsible for organizational and administrative controls necessary to ensure that performance meets or exceed all contract specification requirements and those set forth in the Task Order.

5.1 Personnel Qualification Requirements

The contractor is required to provide personnel having the following target levels of professional and technical experience. The specialized experience included, as a part of the required qualifications, shall have been obtained in the fields of endeavor indicated by the applicable labor categories listed below. Working knowledge may be obtained either by direct experience or by close working relationship with the area specified so that it would enable successful performance of said task. If NSWCCD C/9213 questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified shall be upon the contractor.

5.2 Personnel Requirements

Certain skilled experienced professional and /or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. Personnel whose resumes are required for evaluation efforts are as follows:

Program Manager (1)

Senior HVAC&R Engineer (2)

Senior CPS Engineer (1)

Senior HVAC&R Designer (1)

Logistics Analysts (2)

Database Administrator (1)

The contractor agrees that key personnel designated in the technical proposal will be available for contract performance and shall not be replaced during the first 120 days of the contract, unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced. If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, they may equitably adjust (downward) the contract price or the fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

6.0 GOVERNMENT FURNISHED INFORMATION:

6.1.1 The Contractor shall be furnished with all pertinent documentation within fourteen (14) working days of request. This GFI shall be returned to the Government within thirty (30) days after completion of this task or with submission of the final report..

7.0 CLASSIFIED MATERIAL: None

8.0 TECHNICAL REPRESENTATIVE:

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Robert Morrison

NSWCCD-SSES Code 9213

(215) 897-7214

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: _____

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

All deliverables shall be packaged and marked IAW Best commercial practices,

Ship To:

Naval Surface Warfare Center

Naval Business Center

5001 South Broad Street

Building 4, Second Floor

Code 9213

Philadelphia, PA 19112

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at Destination by the Government.

SECTION F DELIVERIES OR PERFORMANCE

CLIN-DELIVERIES OR PERFORMANCE

The period of performance for this task order shall be from date of award through 12 months thereafter.

DELIVERY INFORMATION

FOB: DESTINATION

SHIP TO:

NAVAL SURFACE WARFARE CENTER

CARDEROCK DIVISION, PHILADELPHIA

5001 SOUTH BROAD STREET

PHILADELPHIA, PA 19112-1403

ATTENTION ROBERT MORRISON, CODE 9213

SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

SLINID	PR Number	Amount
0001AB	50760241	[REDACTED]
LLA :		
AA 97X4930.NH1C 000 77777 0 000167 2F 000000 051910120902		
0003AB	50760241	[REDACTED]
LLA :		
AA 97X4930.NH1C 000 77777 0 000167 2F 000000 051910120902		
MOD 1		
0001AB	50760241	[REDACTED]
LLA :		
AA 97X4930.NH1C 000 77777 0 000167 2F 000000 051910120902		
0003AB	50760241	[REDACTED]
LLA :		
AA 97X4930.NH1C 000 77777 0 000167 2F 000000 051910120902		
MOD 2		
0001AC	52363862	[REDACTED]
LLA :		
AA 97X4930.NH1C 000 77777 0 000167 2F 000000 051910120902 incremental funding for Item 0001		
0001AD	52363911	[REDACTED]
LLA :		
AB 97X4930.NH1C 000 77777 0 000167 2F 000000 051911352341 Incremental funding for Item 0001		
0001AE	52364079	[REDACTED]
LLA :		
AC 97X4930.NH1C 000 77777 0 000167 2F 000000 051911351230 Incremental funding for Item 0001		
0003AC	52363860	[REDACTED]
LLA :		
AD 97X4930.NH1C 000 77777 0 000167 2F 000000 051912255113		
0003AD	52363861	[REDACTED]
LLA :		
AE 97X4930.NH1C 000 77777 0 000167 2F 000000 051912255114 incremental funding for Item 0003 support costs		
0003AE	52425401	[REDACTED]
LLA :		
AF 97X4930.NH1C 000 77777 0 000167 2F 000000 051911351240 incremental funding for Item 0003 support costs		
MOD 3		
0001AF	53068838	[REDACTED]
LLA :		
AG 97X4930.NH1C 000 77777 0 000167 2F 000000 061911360550		
0003AE	52425401	[REDACTED]
LLA :		
AH 97X4930.NH1C 000 77777 0 000167 2F 000000 051911351240		
MOD 4		
0001AF	53068838	[REDACTED]
LLA :		
AG 97X4930.NH1C 000 77777 0 000167 2F 000000 061911360550		
0003AF	53068838	[REDACTED]
LLA :		
AJ 97X4930.NH1C 000 77777 0 000167 2F 000000 061911360550		
MOD 5		
0001AG	60050429	[REDACTED]
LLA :		
AK 97X4930.NH1C 000 77777 0 000167 2F 000000 061910124701 Incremental funding for Item 0001		
MOD 6		
0001AH	60459615	[REDACTED]
LLA :		
AK 97X4930.NH1C 000 77777 0 000167 2F 000000 061910124701		

Incremental funding for Clin 0001-Labor

0001AJ 60459603 [REDACTED]
 LLA :
 AL 97X4930.NH1C 000 77777 0 000167 2F 000000 061911360540
 Incremental funding for Clin 0001-Labor

MOD 7
 0003AG 61433998 [REDACTED]
 LLA :
 AM 97X4930.NH1C 000 77777 0 000167 2F 000000 041915330499 [REDACTED]
 Incremental funding for Slin 0003-Support Costs

MOD 8
 0001AK 62196778/62217717 [REDACTED]
 LLA :
 AK 97X4930.NH1C 000 77777 0 000167 2F 000000 061910124701
 Requisition Number 62196778 [REDACTED]
 Requisition Number 62217717 [REDACTED]

0003AH 62279573/62217717 [REDACTED]
 LLA :
 AK 97X4930.NH1C 000 77777 0 000167 2F 000000 061910124701
 Requisition 62279573 [REDACTED]
 Requisition 62217717 [REDACTED]

Task Order Manager
 Kenneth DiFonzo, Code 9210
 5001 SOUTH BROAD STREET
 PHILADELPHIA, PA 19112-5083
 kenneth.difonzo@navy.mil
 215-897-1524

5252.232-9001 SUBMISSION OF INVOICES (COST –REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE (JUL 1992)

A copy of every invoice shall also be provided to the individuals listed below, at the address shown:

TASK ORDER MANAGER: See above

FINANCE/CODE 3127

Naval Surface Warfare Center Carderock Division

5001 South Broad Street

Philadelphia, PA 19112-1403

(End of Clause)

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ESTIMATED

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	TOTAL	PERIOD OF PERFORMANCE
0001	[REDACTED]	[REDACTED]	[REDACTED]	8/31/2006
0003	[REDACTED]	[REDACTED]	[REDACTED]	8/31/2006

(To be provided at the task order level)

(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 costs of

FUNDING PROFILE

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

Total

Contract Funds This Previous Funds Balance

CPFF Action Funding Available Unfunded

(End of Clause)

SECTION H SPECIAL CONTRACT REQUIREMENTS

CAR-H07 Prospective Fee Amount Reduction Incentive Plan (APR 2004) (NSWCCD)

(a) Introduction: The contractor's performance on task orders issued under this contract will be evaluated by the Government as described in this contract clause. The first evaluation will cover the period ending twelve months after date of contract award. For this twelve-month period, the Government will evaluate the contractor's performance under the individual task order. The evaluation will encompass all work performed by the contractor at any time during the twelve-month period but will not include cumulative information from prior reports. However, at the discretion of the Contracting Officer, the evaluation may be waived for any individual task order where the work performed by the contractor during the twelve-month period is less than 90 days. Based on the evaluation results for each task order, the Contracting Officer will assign an overall performance rating to the individual task order in accordance with paragraph (b) of this clause. If the Contracting Officer assigns an "Unsatisfactory" performance rating to a task order for the period evaluated, the Contracting Officer will take unilateral action to provide for a fee reduction for that task order covering the performance period evaluated.

(b) Performance Ratings: The Government will evaluate the contractor's performance of the Statement of Work for this task order, and the Contracting Officer 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 Individual Task Orders

Overall Performance Rating	Standard
Excellent	"Excellent" ratings for all performance evaluation criteria.
Very Good	A combination of "Excellent" and "Satisfactory" ratings determined by the Contracting Officer 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) Incentive Objectives. The purpose of including a prospective fee amount reduction incentive in this contract is to ensure that the Government receives at least “Satisfactory” overall performance under each task order.

(d) Performance Evaluation Criteria. The contractor’s performance under each task order will be evaluated using the criteria and standards provided for each objective, and identified in Tables 2 through 4 of this contract clause.

(e) Organization. The performance evaluation organization consists of the Contracting Officer , who will serve as the Incentive Determining Official, and the Task Order Manager (TOM). In some instances, a Technical Point of Contact (TPOC) will be assigned to the contract or task order in lieu of a ToM .

(1) Contracting Officer: The Contracting Officer is responsible for properly administering the performance evaluation process, maintaining the official performance evaluation file, and making incentive determinations.

(2) TOM: The TOM maintains the written records of the contractor's performance so that a fair and accurate evaluation is obtained. The TOM coordinates and comiles the evaluation reports.

(3) Technical Points of Contact (TPOCs). When assigned, the TPOC will provide ongoing performance monitoring, evaluate task performance based on the task order SOWs and assist in the preparation of the evaluation report .

(f) Evaluation Schedule. The performance evaluation period will be 12 months in

length. The Government will evaluate all work performed by the contractor at any time during the twelve-month period unless waived by the Contracting Officer in accordance with paragraph (a) of this clause. Following the evaluation period, the Contracting Officer (or Contract Negotiator if so designated by the Contracting Officer and the COR/TPOC/ToM, as appropriate, will hold a meeting with the contractor’s Senior Technical Representative to review performance under the task order, 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 Review of the Evaluation Report and Self-Evaluation. The Contracting Officer will provide the evaluation report to the contractor as soon as practicable after completion of the evaluation. Contractors shall be given a minimum of 15 calendar days to submit comments, rebut statements, or provide additional information. The contractor may also submit a Self-Evaluation Report for consideration. The report must include an overall performance rating for the contract or 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) Incentive Determination. The Contracting Officer will make an incentive determination for each task order at the end of each evaluation period. The determination will be based upon the COR’s/TPOC’s/ToM’s recommendations, the contractor’s comments including any Self-Evaluation Report, and any other information deemed relevant by the Contracting Officer. The Contracting Officer shall resolve disagreements between the COR’s/TPOC’s/ToM’S recommendations and the contractor’s comments/report regarding the evaluation. The Contracting Officer’s incentive determination is unilateral and final. The Contracting Officer will document the determination and provide a copy to the contractor.

(i) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by this contract or task order such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE) report in the case of a SeaPort-e task order.

TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

Criterion	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to	Work product routinely	Work product

	meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, (see Attachment (1) to this Table 2).	meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, (see Attachment (1) to this Table 2).	frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, (see Attachment (1) to this Table 2).
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 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.

SEE ATTACHMENT 2 FOR PERFORMANCE REQUIREMENTS SUMMARY TABLE

TABLE 2; TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

Task Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Configuration Management	(a) Prepare, review and revise technical documentation (b) Maintain AN/UNQ-9 and AN/BQH-9(V) data repository. (c) Perform configuration audits (includes Functional and Physical Configuration (FCAs and PCAs) audits).	(a) Documents are technically accurate and grammatically correct. Documents and revisions are delivered IAW agreed upon schedules. (b) databases are accurate and accessible to required parties. (c) Audits are technically accurate for the sampling range. Audit reports are	(a) Technical documentation including CM data, Field Change (FC) analysis reports, Test & Evaluation plans and ECPs require no more than two (2) review/comment/approval cycles to meet acceptance. 90% completed by due date. (b) Database is maintained with information not more than 45 days old and is	(a) Government oversight of review/comment/approval process. (b) Government review of databases and user surveys. (c) Government oversight of audits process, Government collection of information from hardware maintenance and handling activities that reveal

		clear and concise.	accessible 95% of the time on a 24 hour/7 day basis. (c) Audits are performed for 100% of the sampling range for specified hard-ware. Audit accuracy is greater than 98%. Audit reports identify deficiencies in a clear and concise manner to allow for expeditious Government corrective action.	hard-ware configuration information and review of methods and procedures.
Configuration Management (cont'd)	(d) Perform CM documentation library services for AN/UNQ-9 and AN/BQH-9(V).	(d) Service is provided in a courteous, responsive, and professional manner and users are satisfied.	(d) User feedbacks are 80% positive and available information is provided to users to support determination of potential alternate sources.	(d) User feedback surveys.
Task Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Production Engineering Support	(a) Prepare and revise production technical documentation. (b) Perform technical and supportability reviews.	(a) Documents are technically accurate and grammatically correct. Documents and revisions are delivered IAW agreed upon schedules. (b) Reviews follow current DoD policy and/or industry standards. Proposed corrective actions identify deficiencies in a clear and concise manner to allow for expeditious Government action.	(a) Technical documentation including engineering drawings, specifications, and changes require no more than two (2) review/comment/approval cycles to meet acceptance. 90% completed by due date. (b) Reviews require no more than two (2) review/comment/approval cycles, to meet acceptance. 90% include proposed corrective actions. 90% completed by due date.	(a) Government oversight of review/comment/approval process and timeliness. (b) Government oversight of review/comment/approval process, timeliness and review of methods and procedures.
Reliability/Quality Assurance	(a) Prepare draft documents and	(a) Documents and plans are	(a) Reviews require no more	(a) Government oversight of

	<p>plans. Documents and plans are accurate and reflect all applicable regulations/standards and information in other program documents.(b) Perform analyses and investigations.</p>	<p>technically accurate and grammatically correct. Documents and revisions are delivered IAW agreed upon schedules. Documents and plans comply with current DoD policy and/or industry standards.(b) Analyses and investigations include adequate depth and breadth to clearly identify and qualify issues. Current DoD policy and/or industry standards are followed. Results delivered IAW agreed upon schedules.</p>	<p>than three (3) review/comment/approval cycles to meet acceptance. 90% follow the most recent version of DoD policy and/or industry standard and 90% completed by due date.(b) Analyses and investigations require no more than two (2) review/comment/approval cycles, to meet acceptance. 90% include comprehensive proposed corrective action if identifiable to allow for expeditious Government action. 90% completed by due date.</p>	<p>review/comment/approval process and timeliness.(b) Government oversight of review/comment/approval process, timeliness and review of methods and procedures.</p>
<p>Acquisition Logistics Analysis and Planning</p>	<p>(a) Perform supportability analyses. (b) Prepare draft documents, plans, and schedules.</p>	<p>(a) Analyses and investigations include adequate depth and breadth to clearly identify and qualify issues. Current DoD policy and/or industry standards are followed. Results delivered IAW agreed upon schedules. (b) Documents and plans are technically accurate and grammatically correct. Documents and revisions are delivered IAW agreed upon schedules. Documents and plans comply with current DoD policy and/or industry standards.</p>	<p>(a) Analyses require no more than two (2) review/comment/approval cycles to meet acceptance. 90% follow the most recent version of DoD policy and/or industry standard and 90% completed by due date. (b) Reviews require no more than three (3) review/comment/approval cycles to meet acceptance. 90% comply with other current program schedules. 90% follow the most recent version of DoD policy and/or industry standard 90% completed by due date.</p>	<p>(a) Government oversight of review/comment/approval process, timeliness and review of methods and procedures. (b) Government oversight of review/comment/approval process and timeliness.</p>

Acquisition Logistics Analysis and Planning (cont'd)	(c) Develop and maintain databases and websites.	(c) Databases and websites are accurate and accessible to required parties.	(c) Databases and websites are maintained with information not more than 45 days old, are accessible 95% of the time on a 24hour/7 day basis. User feedbacks are 80% positive.	(c) Government review of databases for accuracy/ currency and user surveys.
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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.
Cost Reporting	Reports are generally late, inaccurate	Reports are timely, accurate, complete and	Reports are clear, accurate, and

	incomplete or unclear.	clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	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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(End of Clause)

H-5 TASK ORDER PROCESS

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

Mr. Ted Ptashkin

215-897-7596

theodore.ptashkin@navy.mil

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SECTION I CONTRACT CLAUSES

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

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

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

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

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

(1) assign additional work under the task order;

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

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

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

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

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

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

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

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

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Performance Base matrix