

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-04-D-4077	2. DELIVERY ORDER NO. FD03	3. EFFECTIVE DATE 09/30/2008	4. PURCHASE REQUEST NO. N65540-08-NR-55157	Rating DO-A1
-------------------------------------	-------------------------------	---------------------------------	---	-----------------

5. ISSUED BY NSWC, CARDEROCK DIVISION, MARYLAND 9500 MacArthur Blvd West Bethesda MD 20817 Kathleen.Bonturi@navy.mil 301-227-1302	CODE N00167	6. ADMINISTERED BY DCMA ATLANTA 2300 LAKE PARK DRIVE, SUITE 300 SMYRNA GA 30080	CODE S1103A
---	----------------	--	----------------

7. CONTRACTOR Life Cycle Engineering, Inc. 4360 Corporate Road, Suite 100 North Charleston SC 29405	CODE 2P842	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME (hours local time -- Block 5 issuing office)
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264	CODE HQ0338
------------------------------	--	----------------


13. TYPE OF ORDER	D	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.
-------------------	---	---	---

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.

Life Cycle Engineering, Inc.	Everett Robinson
NAME OF CONTRACTOR	SIGNATURE
	Director of Contract
	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: Catherine L Rowe	09/30/2008 CONTRACTING/ORDERING OFFICER	22. TOTAL 
---	--	--	--

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		

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 services and information technology support for the Submarine Program (TBD)	1.0 Lot	[REDACTED]	[REDACTED]
100001	Incremental funding, (O&MN)	[REDACTED]	[REDACTED]	[REDACTED]
100002	Incremental funding, (O&MN)	[REDACTED]	[REDACTED]	[REDACTED]

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
3000	Not-to-exceed. Other Direct Costs for CLIN 1000 to include travel, material and other incidental miscellaneous costs inclusive of any applicable indirect costs. (All applicable indirect costs must be specified in the cost proposal). (TBD)	1.0 Lot [REDACTED]
300001	Incremental funding, (O&MN)	[REDACTED]

Note: The total fixed fee percentage applied to the estimated cost under CLIN 1000 is [REDACTED]

CONTRACT NO. N00178-04-D-4077	DELIVERY ORDER NO. FD03	PAGE 2 of 20
----------------------------------	----------------------------	-----------------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

This is a performance based Statement of Work. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels described below and the evaluation methods described in provision CAR H09 in Section H.

STATEMENT OF WORK - ENGINEERING SERVICES AND INFORMATION TECHNOLOGY SUPPORT FOR THE SUBMARINE PROGRAM

1.0 BACKGROUND

NSWCCD Philadelphia, Code 913 provides program level management and leadership for U.S. Navy submarines related programs and initiatives. This support shall be provided for the Submarine Program Office in Philadelphia, PA, Commander, Submarine Force (COMSURFOR) in Norfolk, VA and Pearl Harbor, HI, the Submarine Performance Monitoring Team (PMT) in New London, CT, and, as needed, for other U.S. Navy activities and underway on U.S. Navy submarines. To execute its responsibilities, Code 913 requires the support of engineering, technical, logistics, program management, and information technology to assist in the support areas delineated in this Statement of Work (SOW). NSWCCD Code 913 shall have overall control and responsibility of the projects for which written work assignments, hereinafter called "Technical Instructions" are issued.

2.0 APPLICABLE DOCUMENTS

During performance of this task order, the following documents shall be utilized and/or modified by the contractor.

- 2.1 Joint Fleet Maintenance Manual (JFMM) - CINCLANTFLT/CINCPACFLTINST 4790.3 Rev A change 6
- 2.2 ST700-AM-GYD-010 - METCAL Laboratory Requirements and Certification Guide
- 2.3 NAVSEA T9300-AF-PRO-020 - NAVSEA Design Practice and Criteria Manual Ship Specifications (for individual ship class design)
- 2.4 NAVSEA 0924-062-0010 - Submarine Material Certification Requirements Manual for Submarine Safety Program
- 2.5 General Specification for Overhaul of Surface Ships GSO (NAVSEA S9AA0-AB-GSO-010)
- 2.6 NAVSEA Tech Spec 9090-310C - Alterations to Ships Accomplished by Alteration Installation Teams
- 2.7 NAVSEA Tech Spec 9090-100 - SHIPALT Technical Liaison Services, Waivers, and Deviations
- 2.8 NAVSEA S9070-AA-MME-010/SSN/SSBN - Guidance Manual for Temporary Submarine Alterations
- 2.9 DOD-STD-2106 (NAVY) - Requirements and guidance for developing test procedures
- 2.10 NAVSSESINST 3900.3D - Mission Readiness Panels (MRP)
- 2.11 MIL-STD-831 - Preparation of Test Reports
- 2.12 MIL-P-24534 - Planned Maintenance Subsystem: Development of Maintenance Requirement Cards, Maintenance Index Pages, and Associated Documents
- 2.13 MIL-STD-1522/1561 - Provisioning Procedures and Technical Documentation (with SPCC Addendum)
- 2.14 MIL-M-38784 - Manuals, Technical: General Style and Format Requirements
- 2.15 MIL-STD-480 - Configuration Control - Engineering Changes, Deviations and Waivers
- 2.16 MIL-STD-482 - Configuration Status Accounting Data Elements and Related Features

3.0 SCOPE OF WORK

3.1 NSWCCD Philadelphia Program Support

3.1.1 The contractor shall develop, update and review technical, logistical and program level documentation associated with Hull Mechanical & Engineering (HM&E) systems and equipment installed on U.S. Navy submarines. It is estimated that 8 documents will be developed/updated/reviewed per year under this task order.

3.1.2 The contractor shall make ship visits to design layout plans for installation, develop installation drawing packages, assist with resolving Planning Yard and installing activity comments, and update drawing packages to reflect as-built conditions (estimate two installations per year).

CONTRACT NO. N00178-04-D-4077	DELIVERY ORDER NO. FD03	PAGE 3 of 20
----------------------------------	----------------------------	-----------------

3.1.3 The contractor shall provide on-site program management support for the VIRGINIA (SSN-774) Class program.

3.1.3.1 The contractor shall establish and define program plan requirements, perform in-depth studies to determine optimum program plans, and develop plans and schedules.

3.1.3.2 The contractor shall track progress and prepare status and metric reports for ongoing VIRGINIA class projects and initiatives.

3.1.3.3 The contractor shall plan, coordinate, and participate in teams that provide HM&E expertise in areas of Life Cycle Management (LCM), In-Service Engineering (ISE), Testing & Evaluation (T&E) and Research & Development (R&D).

3.1.3.4 The contractor shall assist with NSWCCD Philadelphia platform office, logistical and technical personnel, personnel at other Naval activities, and VIRGINIA class support contractors to ensure conformance with program requirements.

3.1.4 The contractor shall provide on-site support in processing, reviewing and responding to PMS TFBRs for HM&E systems and equipment installed onboard U.S. Navy submarines.

3.2 COMSUBFOR Support

3.2.1 The contractor shall provide on-site technical support for COMSUBFOR at Norfolk, VA and Pearl Harbor, HI.

3.2.1.1 The contractor shall conduct technical reviews of alterations and upgrades to HM&E systems on submarines and tenders.

3.2.1.2 The contractor shall provide on-site technical liaison between NSWCCD Philadelphia, the COMSUBFOR and the submarine squadrons.

3.2.1.3 The contractor shall provide technical support to the COMSUBFOR for Force Protection issues.

3.2.1.4 The contractor shall provide a direct communication channel between NSWCCD Philadelphia and the COMSUBFOR technical support staff.

3.2.2 The contractor shall provide on-site calibration program technical support, one person full time in Norfolk, VA.

3.2.2.1 The contractor shall assist the Submarine Force SUBFOR Atlantic Region program manager (via the Task Order Manager) in the duties and responsibilities as stated in the JFMM, Volume VI Chapter 9 Paragraph 9.2.2.

3.2.2.2 The contractor shall perform Atlantic Region ISIC duties and responsibilities as stated in the Joint Fleet Maintenance Manual (JFMM) Volume VI Chapter 9 Paragraph 9.2.4.

3.2.2.3 The contractor shall perform Atlantic Region Calibration Coordinator duties and responsibilities as stated in the JFMM, Volume VI Chapter 9 Paragraph 9.2.8.

3.2.2.4 The contractor shall ensure the Submarine Force Management Policy is complied with as stated in the JFMM, Volume VI Chapter 9 Paragraph 9.3.3.

3.2.2.5 The contractor shall schedule, coordinate, monitor and track shipboard Gage Calibration/Field Calibration Activity Certifications for all SUBFOR Atlantic Region commands as stated in the METCAL Laboratory Requirements and Certification Guide.

3.2.2.6 The contractor shall assist in the processing of Atlantic Region OSAR's, Sail Inspections and other discrepancies/deficiencies as determined by the Task Order Manager. Prepare the data for entry into the ship's OMMS-NG system or the appropriate shore-based data management system.

CONTRACT NO. N00178-04-D-4077	DELIVERY ORDER NO. FD03	PAGE 4 of 20
----------------------------------	----------------------------	-----------------

3.2.2.7 The contractor shall assist in the identification of parts, develop documentation of discrepancies found, corrected or remaining, and maintain a current and accurate status of discrepancies and repair parts for the Atlantic Region.

3.2.3 The contractor shall provide technical support for submarine HM&E propulsion and auxiliary systems to include shipboard training, equipment troubleshooting, condition assessments, equipment grooming, and equipment upgrades (estimate two ship visits for equipment installation or upgrades, four local troubleshooting events, and four ship visits for equipment assessments and grooms).

3.3 Performance Monitoring Team New London Support

3.3.1 The contractor shall provide on-site operations and IT support at the Submarine Performance Monitoring Team (PMT) in New London, CT.

3.3.1.1 The contractor shall assist the PMT Operations Manager (via the Task Order Manager) in coordinating ongoing PMT Operations. This includes audits of PMT ship visit agendas, conducting of Information Assurance (IA) and general operations training for newly reporting PMT personnel, and generation of PMT weekly highlight reports and annual reports.

3.3.1.2 The contractor shall maintain and update the New London PMT local area network and associated computer workstation hardware and software suites.

3.3.1.3 The contractor shall provide distance support to all the Submarine PMT sites in troubleshooting and resolving computer networking, PC hardware and software issues.

3.3.1.4 The contractor shall conduct Information Assurance audits of the PMT sites and maintain the PMT sites' Safe Security Accreditation Agreement (SSAA) documentation.

3.3.1.5 The contractor shall assist in developing, testing and fielding the Submarine Maintenance and Monitoring Information System (SSMIS) and its associated technical documentation.

4.0. DATA REQUIREMENTS

The contractor shall prepare and submit a monthly Financial Status Report summarizing funds expended for the reporting period, cumulative funds spent and funds remaining to complete all assigned work.

The contractor shall prepare and submit a monthly Progress and Status Report reflecting the work accomplished, problems encountered, corrective action taken, and recommendations.

The contractor shall prepare and submit monthly Technical reports, vendor surveys, studies, white papers and cost/benefit analysis reports shall be prepared and submitted on an as required basis.

The contractor shall prepare and submit Other Reports as required. There may be a need for other specific reports, test plans, evaluation reports or documentation created as an integral part of a task order under this contract. Report format, contents and delivery requirements will be specified at the time of task instruction issuance.

5.0 TRAVEL

All travel expenses shall be in accordance with the current version of the Joint Travel Regulations. Other Direct Costs under CLIN 3000 include travel costs estimated at two (2) trips per year from Pearl Harbor HI to Philadelphia PA and two (2) trips per year from Norfolk VA to Philadelphia PA. It is also estimated at five (5) trips per year are required from the contractor's facility to NAVSEA, Washington DC.

6.0 SECURITY REQUIREMENTS

Contractor's key personnel shall have a security clearance at the Secret level and any classified documents

CONTRACT NO. N00178-04-D-4077	DELIVERY ORDER NO. FD03	PAGE 5 of 20
----------------------------------	----------------------------	-----------------

and reports received or generated by the Contractor shall be classified up to and including Secret Level in accordance with the DD Form 254 "Contractor Security Classification Specification".

7.0 TECHNICAL POINT OF CONTACT/TASK ORDER MANAGER

John Greer
Code 9130
Naval Surface Warfare Center Carderock Division
Philadelphia Detachment
5001 Broad Street
Philadelphia, PA 19122
215-897-7020

CONTRACT NO. N00178-04-D-4077	DELIVERY ORDER NO. FD03	PAGE 6 of 20
----------------------------------	----------------------------	-----------------

SECTION D PACKAGING AND MARKING

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

MARK FOR:

N65540
Task Order Manager
John Greer
Code 9130
Naval Surface Warfare Center Carderock Division
Philadelphia Detachment
5001 Broad Street
Philadelphia, PA 19122
215-897-7020
john.greer@navy.mil

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

CONTRACT NO. N00178-04-D-4077	DELIVERY ORDER NO. FD03	PAGE 7 of 20
----------------------------------	----------------------------	-----------------

SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be performed as destination by the Government.

N65540
Task Order Manager
John Greer
Code 9130
Naval Surface Warfare Center Carderock Division
Philadelphia Detachment
5001 Broad Street
Philadelphia, PA 19122
215-897-7020
john.greer@navy.mil

CONTRACT NO. N00178-04-D-4077	DELIVERY ORDER NO. FD03	PAGE 8 of 20
----------------------------------	----------------------------	-----------------

SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

52.211-8 TIME OF DELIVERY (JUN 1997)

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

ITEM No.	QUANTITY	AFTER EFFECTIVE DATE OF TASK ORDER
1000 & 3000	All	5 years

DELIVERY INFORMATION

FOB - DESTINATION

N65540

Task Order Manager

Code 9130, John Greer

Naval Surface Warfare Center Carderock Division

Philadelphia Detachment

5001 Broad Street

Philadelphia, PA 19122

CONTRACT NO. N00178-04-D-4077	DELIVERY ORDER NO. FD03	PAGE 9 of 20
----------------------------------	----------------------------	-----------------

SECTION G CONTRACT ADMINISTRATION DATA

G17S TOM APPOINTMENT (AUG 2005)

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

Task Order Manager

John Grccr, Code 9130
Naval Surface Warfare Center, Carderock Division
Philadelphia Detachment
5001 Broad Street
Philadelphia PA 19122
215-897-7020
john.grccr@navy.mil

(b) Only the Contracting Ordering Officer (Task Order Ordering Officer) has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Order Ordering Officer in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, or basic contract PCO has issued a formal modification.

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

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

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

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

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

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the

CONTRACT NO. N00178-04-D-4077	DELIVERY ORDER NO. FD03	PAGE 10 of 20
----------------------------------	----------------------------	------------------

company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

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

Type of Document

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

DODAAC Codes and Inspection and Acceptance Locations

Issue DODAAC	N00167
Admin DODAAC	S1103A
Pay Office DODAAC	HQ0338
Service Approver DODAAC	N65540
DCAA Auditor DODAAC	HAA632

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

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

Send Additional Email Notification To:
john.greer@navy.mil

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

CONTRACT NO. N00178-04-D-4077	DELIVERY ORDER NO. FD03	PAGE 11 of 20
----------------------------------	----------------------------	------------------

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

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866-618-5988 number or the NSWCCD WAWF point of contact at (301) 227-5419.

(End of Clause)

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 117,700 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 (to be identified at the task order level) man-hours are uncompensated effort.

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 452 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

CONTRACT NO. N00178-04-D-4077	DELIVERY ORDER NO. FD03	PAGE 12 of 20
----------------------------------	----------------------------	------------------

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.

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	PERIOD OF PERFORMANCE
100001	[REDACTED]	[REDACTED]	September 2013
100002	[REDACTED]	[REDACTED]	September 2013
300001	[REDACTED]	[REDACTED]	September 2013

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

(c) CLINs/SLINs 100001 through 100002 and 300001 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

CONTRACT NO. N00178-04-D-4077	DELIVERY ORDER NO. FD03	PAGE 13 of 20
----------------------------------	----------------------------	------------------

(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.

FUNDING PROFILE

It is estimated that these incremental funds will provide for the following:

CLIN Amount	Total Contract CPFF	Funds This Action	Previous Funding	Funds Available	Balance Unfunded
1000	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3000	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Accounting Data

SLINID	PR Number	Amount
100001	82545844	[REDACTED]
LLA :		
AA 91300 1781804 70BA 257 00070 R 045924 2D CK5539 0007085539KP		
Standard Number: N0007008RCK5539		
Incremental funding (O&MN)		
100002	82607778	[REDACTED]
LLA :		
AB 91300 1781804 60BA 000 00060 R 068732 2D C2AHAL 636328B1ER4P		
Standard Number: N0006008RC2AHAL		
Incremental funding (O&MN)		
300001	82545938	[REDACTED]
LLA :		
AA 91300 1781804 70BA 257 00070 R 045924 2D CK5539 0007085539KP		
Standard Number: N0007008RCK5539		
Incremental funding (O&MN)		

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.

CONTRACT NO. N00178-04-D-4077	DELIVERY ORDER NO. FD03	PAGE 15 of 20
----------------------------------	----------------------------	------------------

(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

	Order).	Order).	Order).
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.

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
-----------	----------------	--------------	-----------

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.	<p>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.</p> <p>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.</p>
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.	<p>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.</p>

See Attachment CAR-H10 PERFORMANCE REQUIREMENTS SUMMARY TABLE

CONTRACT NO. N00178-04-D-4077	DELIVERY ORDER NO. FD03	PAGE 18 of 20
----------------------------------	----------------------------	------------------

SECTION I CONTRACT CLAUSES

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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,

CONTRACT NO. N00178-04-D-4077	DELIVERY ORDER NO. FD03	PAGE 19 of 20
----------------------------------	----------------------------	------------------

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.

CONTRACT NO. N00178-04-D-4077	DELIVERY ORDER NO. FD03	PAGE 20 of 20
----------------------------------	----------------------------	------------------

SECTION J LIST OF ATTACHMENTS

DD Form 1423 - Contract Data Requirements List

Performance Based Evaluation Criteria

DD Form 254 - Contract Security Classification Specification