

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-04-D-4028				2. DELIVERY ORDER NO. EHP1		3. EFFECTIVE DATE 2009 Sep 08		4. PURCH REQUEST NO. TBD		5. PRIORITY Unrated	
6. ISSUED BY NSWC, CARDEROCK DIVISION, PHILADELPHIA NAVSES Philadelphia PA 19112-1403			CODE N65540	7. ADMINISTERED BY DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299				CODE S2101A	8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)		
9. CONTRACTOR The Columbia Group, Incorporated 1201 M Street SE, Suite 010 Washington DC 20003			CODE 3D060	FACILITY 054419957		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS SMALL SMALL DISADVANTAGED WOMEN-OWNED			
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264				CODE HQ0338	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
	PURCHASE		Reference your _____ furnish the following on terms specified herein. 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.								
The Columbia Group, Incorporated				Jeff Beckner Contract Admin							
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	See Schedule										
*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.				24. UNITED STATES OF AMERICA				25. TOTAL		26. DIFFERENCES	
				BY: [REDACTED]		09/08/2009 CONTRACTING/ORDERING OFFICER					
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.	29. D.O. VOUCHER NO.		30. INITIALS		
f. TELEPHONE						g. E-MAIL ADDRESS	PARTIAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						FINAL	31. PAYMENT COMPLETE		34. CHECK NUMBER		
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				PARTIAL	35. BILL OF LADING NO.				
						FULL					
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		

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GENERAL INFORMATION

1. Funding in the amount of [REDACTED] is hereby provided to start work on the subject task order in accordance with the referenced Technical Instructions (TI's). Informational SLINS have been added to Section B (See Section B SLIN detail) to provide incremental funding as follows:

400001 92396025 [REDACTED]
LLA :
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 081917779302

400002 92396040 [REDACTED]
LLA :
AB 97X4930 NH1C 000 77777 0 000167 2F 000000 091917779608

400003 92396045 [REDACTED]
LLA :
AC 97X4930 NH1C 000 77777 0 000167 2F 000000 091917772301

600001 92396049 [REDACTED]
LLA :
AD 97X4930 NH1C 000 77777 0 000167 2F 000000 091917779607

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

In accordance with FAR clause 52.232-22, "Limitation of Funds", the contractor is not authorized to exceed the funded amount of each CLIN under any conditions unless the Contracting Officer has increased the funded amount by written modification. The total amount of funds obligated to the task order is [REDACTED]

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Base Period Engineering and Technical Services IAW the attached Statement of Work (SOW) during the period from date of award through 12 months after date of award. (TBD)	1.0 Lot	██████████	██████████	██████████
400001	Incremental Funding for CLIN 4000 - Labor in the amount of ██████████. Reference TI# 0002 (TBD)				
400002	Incremental Funding for CLIN 4000 - Labor in the amount of ██████████. Reference TI# 0003 (TBD)				
400003	Incremental Funding for CLIN 4000 - Labor in the amount of ██████████. Reference TI# 0001 (TBD)				
4100	Option Year 1 Same as CLIN 4000 except during the period from 13 months after date of award through 24 months after date of award. (TBD) Option	1.0 Lot	██████████	██████████	██████████
4200	Option Year 2 Same as CLIN 4000 except during the period from 25 months after date of award through 36 months after	1.0 Lot	██████████	██████████	██████████

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date of award.
(TBD)
Option

4300	Option Year 3 Same as CLIN 4000 except during the period from 37 months after date of award through 48 months after date of award. (TBD) Option	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
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4400	Option Year 4 Same as CLIN 4000 except during the period from 49 months after date of award through 60 months after date of award. (TBD) Option	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

6000	Base Period Support Costs of [REDACTED] for Travel and Incidental Materials during the period from date of award through 12 months after date of award. (TBD)	1.0 Lot	[REDACTED]	[REDACTED]
600001	Incremental Funding for CLIN 6000 - Support in the amount of [REDACTED] Reference TI# 0001. (TBD)			
6100	Option Year 1 Support Costs of [REDACTED] for Travel and Incidental Materials during the period from 13 months after date of award through 24 months after date of award. (TBD) Option	1.0 Lot	[REDACTED]	[REDACTED]

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6200 Option Year 2 1.0 Lot [REDACTED]
 Support Costs of [REDACTED] for
 Travel and
 Incidental
 Materials during
 the period from
 25 months after
 date of award
 through 36 months
 after date of
 award. (TBD)
 Option

6300 Option Year 3 1.0 Lot [REDACTED]
 Support Costs of [REDACTED] for
 Travel and
 Incidental
 Materials during
 the period from
 37 months after
 date of award
 through 48 months
 after date of
 award. (TBD)
 Option

6400 Option Year 4 1.0 Lot [REDACTED]
 Support Costs of [REDACTED] for
 Travel and
 Incidental
 Materials during
 the period from
 49 months after
 date of award
 through 60 months
 after date of
 award. (TBD)
 Option

Notes:

1) Any performance beyond 04/04/14 is contingent upon the Award Term of the basic Seaport contract being exercised. In the event it is not exercised, the period of performance will be revised accordingly.

2) If fee is included in the pass through rate for subcontractor labor costs, the prime contractor is requested to identify what percentage of the pass through cost is considered fee in their cost proposal. The maximum labor pass through rate (which includes all adders and any prime contractor fee applied to subcontractor labor costs) shall not exceed [REDACTED].

LEVEL OF EFFORT:

The level of effort for the performance of this contract is based upon an anticipated total estimated level of effort of [REDACTED] man-hours of direct labor. The estimated composition of the [REDACTED] man-hours of direct labor can be found in the chart below. On Site Labor refers to labor performed at the Contractor's Facility and Off Site Labor refers to labor performed at NSWCCD in Philadelphia, PA.

Labor Category	Base Period	Option I	Option II	Option III	Option IV
Program Manager*	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Energy Conservation Expert*	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Lead Marine Engineer*	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Marine Engineer	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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Analyst	■	■	■	■	■
Lead Software Developer	■	■	■	■	■
Total Hours	■	■	■	■	■

* Denotes Key Personnel

Offerors are to propose on the labor categories and hour estimates provided as the Level of Effort. Offerors who propose other than what is specified may be considered nonresponsive.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Title: Technical and Programmatic Support for NAVSEA Philadelphia Shipboard Energy Conservation (ENCON) Program

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.

1.0 STATEMENT OF WORK

The contractor shall provide engineering, program management and information technology services required to support the Energy Conservation Program (ENCON) for the Naval Surface Warfare Center, Carderock Division, Ship Systems Engineering Station (NSWCCD-SSES). NSWCCD-SSES Code 931 provides training, technical guidance, and tools to further fleet energy conservation through best practices and improved processes. This tasking will require engineering, scientific, programmatic and Fleet operational expertise to develop and execute this programs objectives.

1.1 TASK 1 (TECHNICAL)

1.1.1 Provide engineering and project management support to the ENCON Program as follows: plan and attend meetings, participate in reviews, support training, develop documents, schedules, presentations, and support the execution of Ship Energy Conservation Assist Training (SECAT) surveys.

1.1.2 Support Fleet shipboard training, visits, surveys, and evaluations.

1.1.3 Support the preparation, review and/or comment on technical documents, reports, submittals, rules, supplements, requirements, guidance, procedures, as required. Provide onsite technical management support, as required.

1.1.4 Assist with development of long range plans, schedules, policies, and attend technical and programmatic meetings as required.

1.1.5 Develop energy conservation performance standards and criteria; perform data analysis and trending; perform sensitivity and regression analysis of historical fuel data. As directed by NSWCCD, develop web-enabled tools and instructions.

1.1.6 Develop functional specification requirements in support of shipboard ENCON software programs, including interface with legacy and future programs.

1.1.7 Review training for current and future ENCON seminar and workshop courses, including review of course curriculum and Video Tele-training (VTT) formats.

1.1.8 Provide support as required to newly commissioned or reactivated units, this support to include but not limited to training, program implementation, SECAT data collection or on-site assistance.

1.1.9 Provide support as needed to implement program changes, develop new training aids, improvements in the collection of data as directed by NSWCCD.

1.2 TASK 2 (DATA MAINTENANCE)

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1.2.1 Prepare one (1) set of updated quarterly ENCON CD or DVDs for distribution to the Fleet and ENCON training team (~600 CDs each quarter).

1.2.2 Distribute CDs to sites as designated by the ENCON TPOC.

1.2.3 Process emergency ENCON TPOC requests for extra distribution of ENCON CDs outside distribution list as required.

1.2.4 Distribute the list of ship names and pictures of the top 5 performing ships and a list of the top 25 performing ships each quarter.

1.2.5 Distribute the ENCON VTT annual training schedule.

1.2.6 Distribute updated articles and reference material related to the program.

1.3 TASK 3 (SOFTWARE DEVELOPMENT/EDUCATIONAL SUPPORT)

1.3.1 Update SECAT software to reflect new ship classes SECAT survey data.

1.3.2 Prepare and deliver training materials needed for the SECAT workshop; to include workshop syllabus and class materials.

1.3.3 Provide training to shipboard personnel on the SECAT program.

1.3.4 Conduct onboard SECAT survey on new ship classes. Provide all hardware and software to install components and conduct the survey; prepare and deliver survey report of fuel consumption; prepare materials and conduct ship in-brief and out-brief with ship staff.

1.3.5 Provide ENCON Subject Matter Expert to support lectures held at the Surface Warfare Officers School (SWOS) in Rhode Island.

1.3.6 Update, review, and provide comments on needed changes to ENCON Guide.

2.0 DELIVERABLES

2.1 General - All products, documentation, software source code and algorithms, data files and masters for products/reports etc. developed to support this task are the property of the government and shall be turned over to NSWCCD-SSES, upon request or completion of this task. Deliverables shall be developed and submitted in accordance with each Technical Instruction. Both electronic and hard copy deliverables may be required. Work products shall be submitted in media (e.g., DOC, XLS, PDF, etc.) as mutually agreed upon prior to submission. Unless otherwise specified, hard copy formats may be in contractor format.

2.2 Deliverable Acceptance Criteria - Final inspection and acceptance of all work, reports, and other deliverables will be performed by the Government Technical POC at the place of delivery.

General quality measures, as set forth below, will be applied to each work product delivered under this statement of work.

- Accuracy - Deliverables shall be accurate in presentation, technical content, and adherence to accepted elements of style.

- Clarity – Deliverables shall be clear and concise. Any/all diagrams/text shall be easy to understand and be relevant to the supporting narrative.

- Consistency to Requirements - All deliverables must satisfy the requirements of this statement of work.

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- File Editing - All electronic text and diagrammatic files shall be editable by the Government unless otherwise agreed.

- Timeliness – Deliverables shall be submitted on or before the due date specified by the Government.

2.3 Contractor's Progress, Status & Management report. The contractor shall provide a monthly progress report, which shall briefly describe the work performed during each reporting period together with significant results thereof. This report shall describe any problems encountered and the proposed solutions for their resolution. The report shall further provide the current technical and financial status of the effort, and contain a brief outline of the work envisioned for the ending reporting period. Informal appendices shall be included as necessary or required in the scope of the work. The report shall also include the number of manhours expended by labor category (including a list of specific contractor personnel who are part of the labor category) and miscellaneous support cost incurred during the reporting period and cumulatively.

2.4 Meeting/Trip Reports. The contractor shall prepare minutes for each meeting attended and trip conducted associated with the scope of the work. The contractor shall include recommendations for design changes, alternative approaches and future work which would significantly contribute to the technical success of the programs associated with the scope of the work. Meeting/Trip reports shall be submitted within 7 days after the meeting/trip to the Technical Point of Contact.

2.5 Final Report. The contractor shall review contractor generated and NSWCCD provided data and information, analyze acquired information relative to the specified objectives and prepare a comprehensive final report describing the reviews and assessments. Clear original graphics shall be prepared to illustrate any ideas and concepts presented in the report. The report shall be prepared in a Microsoft Office format. A draft Final Report shall be submitted 15 days before task completion. The Final Report resolving any government comments shall be submitted at task completion.

3.0 GOVERNMENT FURNISHED INFORMATION AND MATERIAL

3.1 The Government will provide the contractor with all pertinent documentation after award within fourteen (14) working days of request. The GFI marked for return to the Government shall be returned to the Government within thirty (30) days after acceptance of the final deliverable submitted under the task order.

4.0 PLACE OF PERFORMANCE / TRAVEL

4.1 The work shall be performed mainly at the Contractor's site. The Contractor will be required to attend meetings and perform visits in the performance of the various tasks assigned under this contract. Such visits will be to Navy activities, ships, industrial areas, other contractors, and corporations and businesses associated with each particular task. Ships may be visited during availabilities and may require isolated underway periods. Travel locations include but are not limited to Washington DC, Philadelphia, PA, Norfolk VA, east and west coast homeports, and ship new construction yard facilities. The contractor shall make their own travel arrangements and process their own clearance data/messages required for admission to appropriate facilities.

5.0 SECURITY

5.1 The work performed under this task order is unclassified. However, the Program Manager, Incentivized Energy Conservation Expert, and Lead Marine Engineer shall hold SECRET clearances at time of award to facilitate access to Government facilities and ships.

6.0 Personnel Qualifications

The contractor shall be responsible for employing technically qualified personnel to perform the tasks to be ordered

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hereunder. The contractor shall maintain the personnel, organization and administration control necessary to ensure that the work delivered meets the order specification requirements. In the event an individual proposed for performance under the resultant contract is not currently employed by the offeror, the offeror shall include, with the listing, a letter of intent signed by that individual which states the person's intent to accept employment with that offeror within thirty (30) days of contract award if the contract award is awarded to the offeror.

The work history of each employee must contain experience directly related to the task and functions he/she intends to perform under this task. The Government reserves the right, during the term of this task order, to request work histories on any contractor employee for purposes of verifying compliance with this requirement.

Personnel assigned to or utilized by the Contractor in the performance of this order shall meet the target qualification in term of experience, educational and other background requirements set forth herein and be fully capable of performing the contemplated functions of the respective labor categories in an efficient, reliable and professional manner.

If the Contracting Officer questions the qualifications or competence of any person performing under the task order, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the contractor.

The Target Qualifications for the key labor category is as follows.

Program Manager (1 Resume required)

1. Target Education: Bachelor's degree in one of the following disciplines: Accounting, Finance, Management, Business, Computer Science, Management Information Systems, Engineering, or Math.
2. Target Experience: Twenty (20) years experience in managing SOW related, interdisciplinary, Navy programs and one (1) year experience in managing i -ENCON program for the US Navy.

Energy Conservation Expert (1 Resume required)

1. Target Education: Bachelor's Degree in one of the following disciplines: Accounting, Finance, Management, Business, Computer Science, Management Information Systems, Engineering, or Math.
2. Target Experience: Twenty (20) years of SOW related Navy experience; shall have expertise in ship's main propulsion systems, ship's underway engineering plant operation and best practice energy conservation techniques.

Lead Marine Engineer (1 Resume required)

1. Target Education: ABET accredited Bachelor of Science Degree in Engineering.
2. Target Experience: Eight (8) years of SOW related ship systems engineering in main propulsion and auxiliary systems; shall have a minimum of three (3) years of management experience.

Marine Engineer

1. Target Education: ABET accredited Bachelor of Science Degree in Marine Engineering.
2. Target Experience: Two (2) years of SOW related ship systems design.

Analyst

1. Target Education: Associates Degree
2. Target Experience: Two (2) years of experience related to US Navy programs including knowledge of databases and statistical data analysis methods.

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Lead Software Developer

1. Target Education: Bachelor's Degree.
2. Target Experience: Certified Software Development Professional with five (5) years of SOW related experience.

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SECTION D PACKAGING AND MARKING

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: _____

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

Ship all Reports/Data to the following address:

██████████
1000 Kitty Hawk Avenue, Bldg. 77L
Philadelphia, PA 19112

██████████

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

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at Destination by NSWCCDSSES, Code 9310

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The period of performance is as follows: Date of Award through 60 Months thereafter, assuming all options are exercised.

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager

██████████
1000 Kitty Hawk Avenue, Bldg. 77L
Philadelphia, PA 19112

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 selfregister under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is setup on WAWF, any additional persons responsible for submitting invoices must selfregister 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 (*contracting officer check all that apply*)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)
- Receiving Report (FFP, DD250 Only)

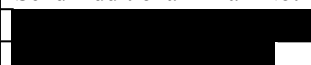
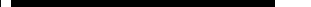
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DODAAC Codes and Inspection and Acceptance Locations (contracting officer complete appropriate information as applicable)

Issue DODAAC	<u>N65540</u>
Admin DODAAC	<u>S2101A</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>N/A</u>
Service Acceptor DODAAC	<u>N65540</u>
Service Approver DODAAC	<u>N/A</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u>HAA47A</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

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

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

Send Additional Email Notification To:



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

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

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

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(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 [REDACTED] 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 [REDACTED] 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 nonwork 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 [REDACTED] hours per week. It is understood and agreed that the rate of manhours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total manhours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.2320) 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

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uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

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

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

(End of Clause)

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) is specified in the General Information Section of the basic order and subsequent modifications.

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

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

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

(End of Clause)

Accounting Data

SLINID	PR Number	Amount
400001	92396025	[REDACTED]
LLA :		
AA 97X4930	NH1C 000 77777 0 000167 2F 000000 081917779302	
400002	92396040	[REDACTED]

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LLA :

AB 97X4930 NH1C 000 77777 0 000167 2F 000000 091917779608

400003 92396045 [REDACTED]

LLA :

AC 97X4930 NH1C 000 77777 0 000167 2F 000000 091917772301

600001 92396049 [REDACTED]

LLA :

AD 97X4930 NH1C 000 77777 0 000167 2F 000000 091917779607

BASE Funding [REDACTED]

Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

(a) Introduction: The contractor's performance on this task order will be evaluated by the Government, in accordance with this task order clause. The first evaluation will cover the period ending twelve months after the date of task order award with successive evaluations being performed for each twelve month period thereafter until the contractor completes performance under the task order. Based on the evaluation results, the PCO will assign an overall performance rating in accordance with paragraph (b) of this clause. The purpose of the evaluation is to determine remedies that may be invoked due to "Unsatisfactory" performance. If the PCO assigns an "Unsatisfactory" performance rating for the period evaluated, the PCO may take unilateral action, in accordance with clause 52.2465 entitled "Inspection of Services-Cost Reimbursement", dated Apr 1984, in Section E of the base contract, to provide for a fee reduction covering the performance period evaluated. This clause provides the basis for evaluation of the contractor's performance and for determining if the fee amount should be reduced due to "Unsatisfactory" performance.

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

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

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

Table 1: Overall Performance Ratings

For The Evaluation Period

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

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

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

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

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will serve as the Evaluation Official, and the Task Order Manager (ToM).

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

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

(f) Evaluation Schedule: Each performance evaluation will cover the previous twelve months of performance. The Government will evaluate all work under the task order performed by the contractor during the twelvemonth 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 SelfEvaluation 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 SelfEvaluation Report, and any other information deemed relevant by the PCO. The PCO shall resolve disagreements between the ToMs recommendations and the contractor's comments/report regarding the evaluation. The PCO will provide a copy of the evaluation report, including the overall rating, to the contractor within five working days after completion of the evaluation.

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

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

TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

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

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

TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

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

TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

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

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CostReporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.
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See Attachment I CAR-H10 PERFORMANCE REQUIREMENTS SUMMARY TABLE

H-5 TASK ORDER PROCESS

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

████████████████████
████████████████████

Organizational Conflict of Interest

The Organizational Conflict of Interest Clause of the Basic Seaport Contract is hereby invoked for the Task Order resulting from this solicitation.

Option to Extend the Term of the Task Order

- (a) The Government may extend the term of this task order under option CLINs/SUBCLINs by written notice to the Contractor 10 days prior to the expiration of the Task Order; provided, that the Government gives the Contractor a preliminary written notice of its intent to exercise the option(s) at least thirty days before the task order expires. The preliminary notice does not commit the Government to an extension.
- (b) The total duration of this task order, including the exercise of any options under this clause, shall not exceed sixty months.

CAR H11 – CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

In accordance with SECNAV M-5510.30 Chapters 5 and 6, all Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site are designated Non-Critical Sensitive/IT-II positions which requires an open investigation or favorable adjudicated National Agency Check (NACLC) by the Industrial Security Clearance Office (DISCO). Investigations should be completed using the SF-85 Form and the SF-87 finger print card. An interim clearance can be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS). An open investigation or favorable adjudication is required prior to issuance of a Computer Access Card (CAC) card or a badge providing access to NSWCCD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will be terminated.

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SECTION I CONTRACT CLAUSES

CAR-118 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.

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SECTION J LIST OF ATTACHMENTS

ENCON Performance Summary table

ENCON DD 254 Form