

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-04-D-4028		2. DELIVERY ORDER NO. EH0305		3. EFFECTIVE DATE ORIG 06/28/2006 MOD 09/24/2008		4. PURCHASE REQUEST NO. N00024-08-MR-63122		Rating DO		
5. ISSUED BY Naval Sea Systems Command (NAVSEA) BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD DC 20376-2040 gregory.a.anderson@navy.mil 202-781-3581				CODE N00024		6. ADMINISTERED BY DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299				
7. CONTRACTOR The Columbia Group, Incorporated 1201 M Street SE, Suite 010 Washington DC 20003				CODE 3D060		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 CODE HQ0338 DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264						
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.										
The Columbia Group, Incorporated			/s/Jeffrey Beckner			Jeffrey Beckner Director, Contracts			09/24/2008	
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED	
14. ACCOUNTING AND APPROPRIATION DATA See Section G										
15. ITEM NO.		16. SCHEDULE OF SUPPLIES/SERVICES			17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE		20. AMOUNT	
See the Following Pages										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				21. UNITED STATES OF AMERICA By: /s/Sarah H Ward				09/24/2008 CONTRACTING/ORDERING OFFICER		22. TOTAL \$145,253.25
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									

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GENERAL INFORMATION

The purposes of this modification 05 to Task Order N00178-04-D-4065 EH03 are to 1) establish SLIN 1005AC for the purpose of funding a cost overrun; 2) transfer cost ceiling from SLIN 1105AA in order to establish and fully fund SLIN 1005AC in the amount of \$11,542.25; 3) update Section F to reflect the period of performance for SLIN 1005AC; 4) incorporate the INVOICING INSTRUCTIONS clause in Section G; 5) update the ALLOTTMENT OF FUNDS clause in Section H; and 6) update the list of Attachments in Section J to reflect the Financial Accounting Data Sheet (FADS) provided with this modification. Accordingly, said Task Order is modified as follows:

1) SECTION B is revised to include the following changes:

a. Established new SLIN 1005AC as follows:

Item	Supplies/Services	Qty/Unit	Est. Cost	Fixed Fee	CPFF
1005AC	Base Period - SEA SEA 05P4 Engineering Support for Damage Control, Fire and Personnel Protection and Recoverability, Task 5 (COST OVERRUN) (Cost only- no fee)	1.0 Lot	██████████	██████████	\$11,542.25

b. Transferred ceiling from Option SLIN 1105AA to SLIN 1005AC in the amount of \$11,542.25 as follows:

Item	Est. Cost	Fixed Fee	CPFF
1105AA			
From:	██████████	██████████	\$135,278
By:	██████████	██████████	\$(11,542.25)
To:	██████████	██████████	\$123,735.75
1005AC			
From:	n/a	n/a	n/a
By:	██████████	██████████	\$11,542.25
To:	██████████	██████████	\$11,542.25

2) SECTION F is revised to include the period of performance for SLIN 1005AC as 6/28/2006 - 6/28/2007.

3) SECTION G is revised to incorporate the INVOICING INSTRUCTIONS (NAVSEA) (JAN 2008) clause in order to facilitate submission of invoices via Wide-Area Workflow.

4) SECTION H is revised to update paragraph (c) of the ALLOTTMENT OF FUNDS clause to reflect SLIN 1005AC as fully funded.

5) SECTION J is updated to include new Attachment 3 as follows:

"Attachment 3 - FAD Sheet for Mod 05, \$11,542.25"

6) In accordance with the attached FADS, funding is provided for SLIN 1005AC as follows:

CLIN/SLIN	AMOUNT
1005AC	\$11,542.25

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

The total value of the task order remains unchanged. The total amount of funds obligated to the task is hereby increased by \$11,542.25 from \$1,337,111.00 to \$1,452,532.25.

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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

1005	Base Period - SEA SEA 05P4 Engineering Support for Damage Control, Fire and Personnel Protection and Recoverability, Task 5				\$142,253.25
1005AA	same as 1005 (OPN funded Only) (OPN)	1.0 Lot	██████████	██████████	\$130,711.00
1005AC	Base Period - SEA SEA 05P4 Engineering Support for Damage Control, Fire and Personnel Protection and Recoverability, Task 5 (COST OVERRUN) (Cost only - no fee) (OPN)	1.0 Lot	██████████	██████████	\$11,542.25
1105	Option 1 - SEA SEA 05P4 Engineering Support for Damage Control, Fire and Personnel Protection and Recoverability, Task 5				\$123,735.75
1105AA	same as 1105 (TBD) Option	1.0 Lot	██████████	██████████	\$123,735.75
1205	Award Term 1 - SEA SEA 05P4 Engineering Support for Damage Control, Fire and Personnel Protection and Recoverability, Task 5				\$140,004.00

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1205AA	same as CLIN 1205 (TBD) Option	1.0 Lot	██████████	██████████	\$140,004.00
1305	Award Term 2 - SEA SEA 05P4 Engineering Support for Damage Control, Fire and Personnel Protection and Recoverability, Task 5				\$144,895.00
1305AA	same as CLIN 1305 (TBD) Option	1.0 Lot	██████████	██████████	\$144,895.00
1405	Award Term 3 - SEA SEA 05P4 Engineering Support for Damage Control, Fire and Personnel Protection and Recoverability, Task 5				\$149,958.00
1405AA	same as CLIN 1405 (TBD) Option	1.0 Lot	██████████	██████████	\$149,958.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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3005	Other Direct Charges in support of SLIN 1005			\$3,000.00
3005AA	same as CLIN 3005 (OPN Funded Only) (OPN)	1.0 Lot		\$3,000.00
3105	Other Direct Charges in support of SLIN 1105			\$3,000.00
3105AA	same as CLIN 3105 (TBD) Option	1.0 Lot		\$3,000.00
3205	Other Direct Charges in support of SLIN 1205			\$3,000.00
3205AA	same as CLIN 3205 (TBD)	1.0 Lot		\$3,000.00

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Option

3305	Other Direct Charges in support of SLIN 1305		\$3,000.00
3305AA	same as CLIN 3305 (TBD) Option	1.0 Lot	\$3,000.00
3405	Other Direct Charges in support of SLIN 1405		\$3,000.00
3405AA	same as CLIN 3405 (TBD) Option	1.0 Lot	\$3,000.00

NOTE A - Items noted as options are those items to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

NOTE B: Option Items - Option SLINs (1101AA, 1102AA, 3101AA and 3102AA) to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

Note C: Award Term Items - Award Term SLINs (1201AA through 1402AA, and 3201AA through 3402AA are designated Award Term line items. Award Terms to which the clause in Section J applies and which is to be supplied only if and to the extent that an award term is earned and retained in accordance with the Award Term Clause and Plan in this task order.

CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

This entire delivery order is cost type.

PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to [REDACTED] of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee (s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

(End of Text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

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GENERAL INFORMATION

1. BACKGROUND

The mission of SEA 05P4 is to develop, design, and maintain damage control, fire protection, personnel protection and recoverability capabilities for US Navy ships. SEA 05P4 develops design policy, equipment and system specifications and standards, logistics support, and doctrine for damage control, fire protection, and personnel protection.

2. PURPOSE

SEA 05P4 requires engineering support for damage control, fire protection, personnel protection and recoverability. SEA 05P4 also requires support for management of the Firefighting program and other financial matters. These tasks shall be executed in the greater Washington DC metropolitan area. Other sites may be required on an as-directed basis.

3. GENERAL

The contractor shall receive, log, and track classified documents.

The contractor shall archive and store copies of all data/deliverables produced.

The contractor shall have an electronic mail capability and have the necessary connectivity to communicate with SEA 05P4 employees. The contractor shall have the capacity to interface via electronic mail and provide internet access for all employees proposed to support the task(s).

The contractor shall provide unclassified conference rooms for holding SEA 05P4 sponsored meetings as required by SEA 05P4. These meetings shall be located within a short commuting distance from the Washington Navy Yard..

The contractor shall ensure that all data/deliverables produced under this task order shall become property of the Government.

The contractor shall attend meetings with the SEA 05P4 Program Office on an occasional basis at the Washington Navy Yard as directed by SEA 05P4. No TDY will be allotted to these meetings.

Travel outside of the National Capitol region may be required of the contractor as directed by SEA 05P4. All travel required will be in accordance with Government Travel Regulations in effect at the time of travel.

4. SECURITY REQUIREMENTS

The work under this contract shall be up to the SECRET level for all included tasks. Additionally, all ADP positions required for database support must conform to DOD 5200.2-R requirements (especially those currently defined in Appendix C and K, Change 3, dated February 23, 1996), which identify the National Agency Check guidance and ADP Position Categories. Security Requirements pertaining to "Facility" and "Personnel" are as follows:

-FACILITY:

a. Capability to store up to SECRET level documents and digital media in secure containers. Does not require classified open storage.

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-PERSONNEL:

- a. Personnel to be U.S. citizens (exceptions on a case by case basis).
- b. Principal and senior staff to have SECRET clearances. Limited junior staff may also require SECRET clearances.

5. TASK AREA

Task 5. Damage Control and Fire Protection Financial Support. The contractor shall provide firefighting and damage control program and budget support for NAVSEA 05P4. This task includes collecting and analyzing data and assisting in development and preparation of status, information and decision briefings, issue papers, and budget documentation by providing technical and financial expertise and recommendations to be used by NAVSEA 05P4.

(The following Items shall be funded with OPN Funds Only)

The contractor shall:

Track program execution data, monitor program costs, provide financial expertise for installation and equipment budget change recommendations and Navy Data Environment (NDE) update recommendations.

Provide financial and technical expertise to support budget and execution year reviews.

Provide data and recommendations to assist in the preparation of Program Objective Memorandum (POM)/Program Review (PR)s and similar POM/PR issue papers, presentations, and reclaims by SEA 05P4. (OPN Issues)

Assist in the preparation and revision of budget exhibits.

Assist in the preparation of responses to data calls.

Track SHIPALTs/Ship Change Documents (SCD's) through the fleet modernization process.

Review and assist in the preparation of SHIPMAIN input.

Provide financial and technical advice to assist SEA 05P4 in developing funding strategies and funding initiatives.

Assist in the coordination of data changes and scheduling adjustments.

Interface with NAVSEA/PEO program offices and OPNAV sponsors to support SEA 05P4 with tracking of commitments, obligations, expenditures, scheduling, and budget issues (OPN issues)

Analyze changes between resource sponsor allocations and requirements.

Provide financial expertise to assist in the Draft responses and/or reclaims to SEA 05P4 budget marks and deficiency statement data calls.

Prepare presentations for a wide range of damage control, fire protection, and personnel protection meetings and conferences as required for resource sponsors, program managers, and others in the financial community.

Coordinate the input and preparation of presentations and back-up material for periodic flag-level reviews.

Provide financial expertise to support frequent data calls and meetings.

The contractor shall have a level of professional understanding of SEA 05P4 programs to be able to respond rapidly, often within 24 hours, with draft responses to detailed, potentially controversial program management and funding issues.

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The contractor shall provide analysis and financial expertise for recommendations to assistance in adjusting funding allocations as required in response to marks, unrecognized reclaims, or other program changes. The contractor shall research cost and installation data, provide liaison services with respective program managers and provide recommendations for draft adjustments to installation or equipment budgets.

The contractor shall provide support to identify and resolve unliquidated obligations and outstanding commitments impacting funding reconciliation. Provide liaison with respective program offices and points of contact to assist SEA 05P4 in validating obligation phasing plans and ensuring compliance with NAVCOMPT obligation benchmarks.

The contractor shall work on site at NAVSEA headquarters (WNY) during periods of high budget or planning activity. As a minimum, approximately one week in January (President's budget) and September (OSD budget), and two weeks in June (NAVCOMPT budget) shall be expected.

The contractor shall travel in the continental U.S. for SEA 05P4 program reviews and conferences. Travel requirements are estimated at two trips per year (each trip consisting of one day on site, and one to two travel days), and one two-day to three-day conference with two associated travel days.

(The following Items shall be funded with O&MN Funds Only)

The contractor shall:

Provide data and recommendations to assist in the preparation of Program Objective Memorandum (POM)/Program Review (PR)s and similar POM/PR issue papers, presentations, and reclaims by SEA 05P4. (O&MN Issues)

Assist SEA 05P4 with tracking of commitments, obligations and expenditures.(OM&N issues).

Deliverables

- 5.1 Ship installation schedules and fielding plans
- 5.2 Program Objective Memorandum (POM) and Program Review (PR) issue papers
- 5.3 Budget exhibits and supporting excel spreadsheets
- 5.4 Navy Data Environment (NDE) and SHIPMAIN updates and changes
- 5.5 Program milestone/status charts
- 5.6 Briefing materials
- 5.7 Travel reports (as applicable).

NAVSEA CAAS Study Team Review of Task Order No. N00178-04-D-4028-EH03 – Determination: Labor – 100% CAAS, 0% Non-CAAS. ODCs - 100% Non-CAAS.

Justification: On 28 June 2006, NAVSEA CAAS Study Team PCO Pete E. Richmond reviewed the requirements addressed within subject Task Order.

During the review it was determined that the labor requirements addressed within the subject task order are 100% CAAS as defined within Public Law 10 U.S.C., Section 2212.

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SECTION D PACKAGING AND MARKING

Section D - Packaging and Marking shall be in accordance with IDIQ contract

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SECTION E INSPECTION AND ACCEPTANCE

Section E Inspection and Acceptance shall be accordance with the IDIQ contract

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

1005AA	6/28/2006 - 6/28/2007
1005AC	6/28/2006 - 6/28/2007
3005AA	6/28/2006 - 6/28/2007

The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

1105AA	10/1/2006 - 9/30/2007
3105AA	10/1/2006 - 9/30/2007

The period of performance for the following award-term items are from date of option exercise through 12 months thereafter, estimated at:

1205AA	10/1/2007 - 9/30/2008
1305AA	10/1/2008 - 9/30/2009
1405AA	10/1/2009 - 9/30/2010
3205AA	10/1/2007 - 9/30/2008
3305AA	10/1/2008 - 11/27/2009
3405AA	10/1/2009 - 9/30/2010

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Douglas Barylski, SEA 05P4
1333 Isaac Hull Ave, SE
Washington, DC 20376
douglas.barylski@navy.mil
202-781-3612

INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

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

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

(c) The designated CCR EB point of contact is responsible for activating the company’s CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company’s CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company’s CAGE code at <https://wawf.eb.mil>.

(d) The 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)

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

Receiving Report (FFP, DD250 Only)

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

Issue DODAAC	<u>N00024</u>
Admin DODAAC	<u>S2101A</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>N00024</u>
Service Acceptor DODAAC	<u>N00024</u>
Service Approver DODAAC	<u>N00024</u>
Ship To DODAAC	<u>N00024</u>
DCAA Auditor DODAAC	<u>HAA391</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>N00024</u>
Acceptance Location	<u>N00024</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:
douglas.barylski@navy.mil
dcaa-fao6701@dcaa.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

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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's WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.232-9104 -- ALLOTMENT OF FUNDS (MAY 1993)

(a) This task order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this task order 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 task order 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:

ITEM	ALLOTTED TO COST	ALLOTTED TO FIXED FEE	CPFF	M/HS	EST. POP
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(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 task order 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) CLIN(s)/SLIN(s) 1005AA, 3005AA are fully funded and performance under CLIN(s)/SLIN(s) is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

AWARD TERM CLAUSE

In addition to the terms set forth elsewhere in the contract, the contractor may earn award term periods. This task order includes a base period, an option period, and three award term periods. If scores are sufficient during the base period, the contractor earns the first award term period; if scores are sufficient during the option period, the contractor earns award term 2; if scores are sufficient during the award term 1, the contractor earns award term 3.

(a) Award Term

The award-term concept is an incentive that permits extension of the contract beyond the base and first option periods of performance for superior performance.

(b) Term Points

Points are awarded during each evaluation period on the basis of the contractor's performance. For each evaluation period, the award term plan specifies a minimum number of points that are required for a term extension. If at any point, an extension is not earned, the contractor will be ineligible for all future extensions.

(c) Monitoring of Performance

The Award Term Review Board (ATRB) will continually monitor the contractor's performance. The ATRB recommends an award term to the TDO, who makes the final decision on the award-term amount on the basis of the contractor's performance during the award-term evaluation period.

(d) Award-Term Plan

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The evaluation criteria, the associated points, and the associated award-term extensions are specified in the award-term plan.

(e) Modification of Award-Term Plan

Changes may be made to the award-term plan at any time during contract performance, provided that both parties agree to them. If agreement cannot be reached on changes, the initial award-term plan remains in effect.

(f) Self-Evaluation

The contractor will submit to the Contracting Officer, within 5 working days after the end of each award-term evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation shall be limited to 10 pages. It will be used in the ATRB's evaluation of the contractor's performance during this period.

(g) Disputes

Decisions regarding the award term, including—but not limited to—the amount of the award term, if any; the methodology used to calculate the award term; calculation of the award term; the supplier's entitlement to the award term; and the nature and success of the contractor's performance, are made by the TDO. These decisions are final and are not subject to dispute.

(h) Award-Term Extension

The contract period may be modified to reflect the TDO decision. The total contract ordering period, including extensions under this clause, will not exceed 5 years, or the time remaining on the SeaPort contracts, including exercised options. The award-term provision must be included in the solicitation and resulting TO. If at any time the contract period does not extend more than two years from the TDO decision, the operation of the award-term provision will cease and the ordering period will not extend beyond the term set at that time.

(i) Necessary Condition Precedent:

(1) Fair and Reasonable Price as a Necessary Condition: The Contracting Officer must determine that the price set forth in the Task Order for the goods or services covered by the Task Order continues to be fair and reasonable for a given award term period. Such a decision is at the sole discretion of the Contracting Officer. A decision that the price is no longer fair and reasonable will result in the Government voiding any award terms earned. A determination regarding whether there is a continued need for the same goods or services may be made at any time.

(2) Option Exercise a necessary condition: If at any time the Government does not exercise an option, any previously awarded award term(s) shall be void.

(3) Continued Funds a Necessary Condition: The Contracting Officer must make a determination that sufficient funds are available before an award term that has been earned and retained may become effective. The determination that sufficient funds are available does not constitute a finding that funds equal to the full total estimated cost of performance for a given year are available. Award term periods may be incrementally funded as permitted by law and regulation. In the event of incremental funding, the clause entitled LIMITATION OF FUNDS (FAR 52.232-22 (April 1984) shall apply. The decision that sufficient funds are available is at the sole discretion of the Contracting Officer. Resources available to the program manager are subject to the managerial discretion of the program manager and a decision that sufficient funds are not available for this Task Order may be made even if there are funds available to the program office. A determination regarding the availability of funds may be made at any time.

(4) Continued Requirement a necessary condition: The Contracting Officer must determine that a continued need for the same goods and services covered by this Task Order exists for a given award term period. Such a decision is at the sole discretion of the Contracting Officer. A decision that the requirement has changed or that a requirement for the same goods or services no longer exists will result in the Government voiding any award terms earned. A determination regarding whether there is a continued need for the same goods or services may be made at any time.

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(j) Failure of Earned Award Terms not a Termination: If at any time the Government does not authorize performance of a previously awarded award term, the subsequent terms shall be considered void. The contractor shall not be entitled to any costs arising out of or related to those award terms that are made void by virtue of the operation of this clause. An award term decision that an already earned award term has not been retained is not a termination for convenience. A decision by the Contracting Officer that any of the necessary conditions has not been satisfied is not a termination for convenience. For example, if the contractor has earned two award terms but the Government fails to exercise the option for the fourth year of the Task Order, then the Task Order shall end at the completion of the period of performance for the third year.

(k) Contractor Right to Decline: The contractor retains the right to decline any award term earned, even after award and/or retention, prior to 15 months before the start of an award term year. The Contractor must notify the Contracting Officer in writing prior to 15 months before the start of the award term year of its desire not to perform the next award term year. Failure to so notify the Contracting Officer may result in a default termination if the Contractor fails to perform an award term that the Government has authorized. In the event the Contractor elects its right to decline an earned award term, all award terms shall be void.

(l) Extension of the Task Order: The Contracting Officer will unilaterally modify the Task Order to extend the period of performance when each of the following conditions apply:

- 1) an award term earned has been retained;
- 2) the Government has a continuing requirement for the good(s) or service(s) covered;
- 3) the price established for the covered line items remains fair and reasonable;
- 4) appropriated funds are available;
- 5) the Contractor has not expressly stated in writing that it is unwilling to perform an award term no later than fifteen months before the beginning of an award term period.

AWARD TERM PLAN

1.0 Introduction

This is the basis for evaluation of the contractor's performance and for presenting an assessment of that performance to the term-determining official (TDO). The evaluation for the number of term points to be awarded will begin at the start of the Task Order.

Award-term contracting is effective when performance metrics are objective, a long-term business relationship is of value to the government and to the contractor, and the expected outcomes are known up-front. The specific criteria and procedures used for assessing the contractor's performance and for determining the award term earned are described herein. All TDO decisions regarding the award-term points—including, but not limited to, the number of points, if any; the methodology used to calculate the points; the calculation of the points; the contractor's entitlement to the points; and the nature and success of the contractor's performance—are final and not subject to dispute.

The award term will be provided to the supplier through unilateral task order modifications based upon points earned as determined by the TDO.

2.0 Organization

The award-term organization includes the TDO and an Award-Term Review Board (ATRB) consisting of a chairperson, members, and the Contracting Officer.

3.0 Responsibilities

- a. Term-Determining Official. The TDO approves the award-term plan and any significant changes to it. The TDO

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reviews the recommendations of the ATRB, considers all pertinent data, and determines the earned award-term points for each evaluation period. The TDO appoints the ATRB chairperson.

b. Award-Term Review Board Chairperson. The ATRB chairperson chairs the meetings of the ATRB. The ATRB chairperson briefs the TDO on recommended earned term amounts and the contractor's overall performance and recommends any award-term plan changes to the TDO.

c. Award-Term Review Board. ATRB members review the contractor's performance, consider all information from pertinent sources, and arrive at the earned award-term points recommendation to be presented to the TDO. The ATRB will also recommend any necessary changes to this plan.

e. Contracting Officer. The contracting officer is the liaison between contractor and government personnel. Subsequent to the TDO decision, the Contracting Officer modifies the Task Order period of performance, if necessary, to reflect the decision.

4.0 Award-Term Processes

a. Available Award-Term Points. The earned award-term points will be based on the contractor's performance during each evaluation period. The available points for each evaluation period are shown in the award term clause. A score of 85 points is required for a single award term extension.

b. Evaluation Criteria. If the Contracting Officer does not give specific notice in writing to the contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the following award-term evaluation period. Modifications to the plan shall take effect in the next evaluation period. The evaluation criteria and weighting that will be used if no further criteria is provided is as follows:

Quality of Work /Schedule: 40%

Cost Performance: 30%

Organization and Management: 30%

Unsatisfactory Performance: Contractor's performance of most contract tasks is inadequate and inconsistent. Quality, responsiveness, and timeliness in many areas require attention and action. Corrective actions have not been taken or are ineffective.

Award Term Points: 0 – 40

Satisfactory Performance: Contractor's performance of most contract tasks is adequate with some tangible and intangible benefits to the Government due to contractor's effort or initiative. Although there are areas of better performance, these are more or less offset by lower-rated performance in other areas.

Award Term Points: 41-80

Excellent Performance: Contractor's performance of virtually all contract tasks is consistently noteworthy and provides numerous significant, tangible or intangible, benefits to the Government (e.g., improved quality, responsiveness, increased timeliness, or generally enhanced effectiveness of operations). The few areas for improvement are all minor. There are no recurring problems. Contractor's management initiates effective corrective action whenever needed.

Award Term Points: 81-100

c. End-of-Period Evaluation: The contractor presents its self-assessment to the contracting officer within 5 working days after the end of the evaluation period. This written assessment of the contractor's performance throughout the evaluation period may also contain any information that could be reasonably expected to assist the ATRB in evaluating its performance. The self-assessment may not exceed 10 pages. The ATRB submits its evaluation to the

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TDO 25 calendar days after the end of the evaluation period. The TDO determines the overall award-term points for the evaluation period within 45 calendar days after each evaluation period. The TDO letter informs the contractor of the earned award-term points. Upon the award of sufficient award term-points, the contracting officer issues a contract modification within 15 calendar days after the TDO's decision is made authorizing an award extension.

5.0 Award-Term Plan Change Procedure

The TDO may unilaterally change this plan prior to the beginning of an evaluation period. In addition, the contractor may recommend changes to the plan no later than 30 days prior to the beginning of the new evaluation period. The contractor will be notified of changes to the plan by a modification to the task order, before the start of the affected evaluation period. Changes to this plan that are applicable to a current evaluation period will be incorporated by the mutual consent of both parties.

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SECTION I CONTRACT CLAUSES

52.217-9--Option to Extend the Term of the Contract (MAR 2000)

a) The Government may extend the term of this delivery order by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

Item Latest Option Exercise Date

0001BA	1 Dec 2006
0003BA	1 Dec 2006
0001CA	1 Dec 2007
0003CA	1 Dec 2007
0001DA	1 Dec 2008
0003DA	1 Dec 2008
0001EA	1 Dec 2009
0003EA	1 Dec 2009

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

52.222-41 Service Contract Act (1965)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Award FAD, \$133,711

Attachment 2 - DD254 Department of Defense Contract Security Classification Specification

Attachment 3 - FAD sheet for Mod 05, \$11,542.25