

2. AMENDMENT/MODIFICATION NO. 29	3. EFFECTIVE DATE 16-Dec-2013	4. REQUISITION/PURCHASE REQ. NO. 1300392760	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N65540	7. ADMINISTERED BY (If other than Item 6) CODE	S2101A

NSWC, CARDEROCK DIVISION, PHILADELPHIA
 NAVSSES
 Philadelphia PA 19112-1403
 ryan.greer1@navy.mil 215-897-7566

DCMA Baltimore
 217 EAST REDWOOD STREET, SUITE 1800
 BALTIMORE MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) The Columbia Group, Incorporated 1201 M Street SE, Suite 010 Washington DC 20003		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4028-EHP1
		10B. DATED (SEE ITEM 13) 08-Sep-2009
CAGE CODE 3D060	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 SEE SECTION G

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Michael R Sommeling, Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
	16B. UNITED STATES OF AMERICA
	BY <u>/s/Michael R Sommeling</u>
	(Signature of Contracting Officer)
	16C. DATE SIGNED 16-Dec-2013

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GENERAL INFORMATION

1. The purpose of this modification is to (1) provide incremental funding in the amount of \$25,430.00 for work associated with Technical Instruction (TI) #09 by establishing CLIN/SLIN 430002.

As a result of this action, the total amount of funding obligated and available for payment under this order is \$1,526,049.00. It is estimated the funding under this order will cover the cost of performance (in association with the work under this TI) through 31 March 2014.

In accordance with contract clause 52.232-22, the Government is not obligated to reimburse the contractor for any costs incurred in excess of \$1,526,049.00 unless additional funds are made available and obligated under this order in a subsequent modification.

- (1) The total amount of funds obligated to the task is hereby increased from \$1,500,619.00 by \$25,430.00 to \$1,526,049.00 by establishing the following CLIN/SLINs (see section B for more details):

CLIN/SLIN (\$)	TYPE OF FUND	FROM (\$)	BY (\$)	TO
430002 25,430	O&MN 25,430	0.00		

Note: The contractor is not authorized to start performance associated with the funding cited in an applicable

Technical Instruction (TI) until the TI is signed by the Contracting Officer, the Contracting Officer's Representative and the Contractor.

- (2) The Accounting and Appropriation Data added to Section G is as follows:

MOD 29

430002 1300392760 25,430.00
 LLA: 1731319 84RX 251 V5T00 0 050120 2D 000000
 IN ACCORDANCE WITH TECHNICAL INSTRUCTION #09.

MOD 24 Funding 25,430.00
 Cumulative Funding 1,526,049.00

- (3) Section G clause entitled "SEA clause 5252.232-9104, Allotment of Funds - Alternate I (Jan 2008)" has been revised to read as follows:

ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE
430002	██████████	██████████

2. The total value of the order is hereby increased from \$1,500,619.00 by \$25,430.00 to \$1,526,049.00 .
3. The end of task order performance is 08 September 2015 assuming all options are exercised.
4. All other terms and conditions of this task order remain unchanged.

*A conformed copy of this task order is attached to this modification for informational purposes only.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4000	H119	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. (Fund Type - TBD)	1.0	LO	██████████	██████████	\$419,125.00
400001	H119	Incremental Funding for CLIN 4000 - Labor in the amount of \$36,000.00. Reference TI# 0002 (Fund Type - TBD)					
400002	H119	Incremental Funding for CLIN 4000 - Labor in the amount of \$33,000.00. Reference TI# 0003 (Fund Type - TBD)					
400003	H119	Incremental Funding for CLIN 4000 - Labor in the amount of \$50,000.00. Reference TI# 0001 (Fund Type - TBD)					
400004	H119	Incremental Funding for CLIN 4000 - Labor in the amount of \$7,000.00. Reference TI# 0003 (O&MN,N)					

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400005 H119 Incremental
Funding for CLIN
4000 - Labor in
the amount of
\$20,000.00.
Reference TI#
0004 (O&MN,N)

400006 H119 Incremental
Funding for CLIN
4000 - Labor in
the amount of
\$60,000.00.
Reference TI#
0001 (O&MN,N)

400007 H119 Incremental
Funding for CLIN
4000 - Labor in
the amount of
\$70,000.00.
Reference TI#
0001 (Fund Type -
TBD)

400008 H119 Incremental
Funding for CLIN
4000 - Labor in
the amount of
\$6,000.00.
Reference TI#
0004 (Fund Type -
TBD)

400009 H119 Incremental
Funding for CLIN
4000 - Labor in
the amount of
\$6,000.00.
Reference TI#
0004 (O&MN,N)

400010 H119 Incremental
Funding for CLIN
4000 - Labor in
the amount of
\$12,000.00.
Reference TI#
0003 (O&MN,N)

400011 H119 Incremental
Funding for CLIN
4000 - Labor in
the amount of
\$72,000.00.
Reference TI#
0001 (O&MN,N)

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400012 H119 Incremental
Funding for CLIN
4000 - Labor in
the amount of
\$11,000.00.
Reference TI#
0001 (O&MN,N)

400013 H119 Incremental
Funding for CLIN
4000 - Labor in
the amount of
\$4,000.00.
Reference TI#
0002 (O&MN,N)

400014 H119 Incremental
Funding for CLIN
4000 - Labor in
the amount of
\$32,125.00.
Reference TI#01
(O&MN,N)

4100 H119 Option Year 1 1.0 LO ██████████ ██████████ \$432,087.00
Same as CLIN 4000
except during the
period from 13
months after date
of award through
24 months after
date of award.
(Fund Type - TBD)

410001 H119 Incremental
Funding for CLIN
4100 - Labor in
the amount of
\$76,675.00.
Reference TI#01
MOD 3 (O&MN,N)

410002 H119 Incremental
Funding for CLIN
4100 - Labor in
the amount of
\$15,000.00.
Reference TI#02
MOD 3 (O&MN,N)

410003 H119 Incremental
Funding for CLIN
4100 - Labor
Originally Funded
in the amount of
\$21,000.00.
(\$15,000.00)
moved to SLIN

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62001 via Mod 12.
Balance Remaining
is \$6,000.00.
Reference TI#03
MOD 3 (O&MN,N)

410004 H119 Incremental
Funding for CLIN
4100 - Labor in
the amount of
\$13,000.00.
Reference TI#04
(O&MN,N)

410005 H119 Incremental
Funding for CLIN
4100 - Labor in
the amount of
\$105,463.00.
Reference TI#01,
Rev. 1. (O&MN,N)

410006 H119 Incremental
Funding for CLIN
4100 - Labor in
the amount of
\$10,000.00.
Reference TI#02,
Rev. 1. (O&MN,N)

410007 H119 Incremental
Funding for CLIN
4100 - Labor in
the amount of
\$5,000.00.
Reference TI#03,
Rev. 1. (O&MN,N)

410008 H119 Incremental
Funding for CLIN
4100 - Labor in
the amount of
\$5,000.00.
Reference TI#04,
Rev. 1. (O&MN,N)

410009 H119 Incremental
Funding for CLIN
4100 - Labor in
the amount of
\$90,000.00.
Reference TI#01,
Rev. 2. (O&MN,N)



410010 H119 Incremental
Funding for CLIN
4100 - Labor in
the amount of

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\$10,000.00.
Reference TI#04,
Rev. 2. (O&MN,N)

410011 H119 Incremental
Funding for CLIN
4100 - Labor in
the amount of
\$62,795.00.
Reference TI#01,
Rev. 3. (O&MN,N)

410012 H119 Incremental
Funding for CLIN
4100 - Labor in
the amount of
\$30,000.00.
Reference TI#02,
Rev. 4. (O&MN,N)

4200	H119	Option Year 2 Same as CLIN 4000 except during the period from 25 months after date of award through 36 months after date of award. (Fund Type - TBD)	1.0	LO			\$446,737.00
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420001 H119 Funding for CLIN
4200 - labor in
the amount of
\$10,000.00.
Reference TI #02,
Rev 2 (O&MN,N)

420002 H119 Funding for CLIN
4200 - labor in
the amount of
\$50,000.00.
Reference TI #01,
Rev 5 (O&MN,N)

420003 H119 Funding for CLIN
4200 - labor in
the amount of
\$40,000.00.
Reference TI #02,
Rev 4 (O&MN,N)

420004 H119 Funding for CLIN
4200 - labor in
the amount of
\$15,000.00.
Reference TI #04,
Rev 3 (O&MN,N)

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420005 H119 Funding for CLIN
4200 - labor in
the amount of
\$115,000.00.
Reference TI #05
(Fund Type - TBD)

420006 H119 10USC2410(a)
authority is
being invoked.
Funding for CLIN
4200 - labor in
the amount of
\$82,000.
Reference TI #05
REV 01. (O&MN,N)

420007 H119 10USC2410(a)
authority is
being invoked.
Funding for CLIN
4200 - labor in
the amount of
\$30,000.
Reference TI #01
REV 07. (O&MN,N)

420008 H119 10USC2410(a)
authority is
being invoked.
Funding for CLIN
4200 - labor in
the amount of
\$26,000.
Reference TI #02
REV 06. (O&MN,N)

420009 H119 10USC2410(a)
authority is
being invoked.
Funding for CLIN
4200 - labor in
the amount of
\$13,451.
Reference TI #04
REV 04. (O&MN,N)

420010 H119 10USC2410(a)
authority is
being invoked.
Funding for CLIN
4200 - labor in
the amount of
\$22,000.
Reference TI #07.
(O&MN,N)

420011 H119 10USC2410(a)

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authority is
being invoked.
Funding for CLIN
4200 - labor in
the amount of
\$19,000.
Reference TI #08.
(O&MN,N)

420012 H119 10USC2410(a)
authority is
being invoked.
Funding for CLIN
4200 - labor in
the amount of
\$24,286.00.
Reference TI #06.
(O&MN,N)

4300	F999	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. (O&MN,N)	1.0	LO			\$456,471.00
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430001 F999 10USC2410(a)
authority is
being invoked.
Funding for CLIN
4200 - labor in
the amount of
\$65,824.00.
Reference TI #06.
(O&MN,N)

430002 F999 10USC2410(a)
authority is
being invoked.
Funding for CLIN
4300 - labor in
the amount of
\$25,430.00.
Reference TI #09.
(O&MN,N)

4400	H119	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. (Fund Type - TBD)	1.0	LO			\$471,968.00
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Option

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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6000	H119	Base Period Support Costs of \$35,000.00 for Travel and Incidental Materials during the period from date of award through 12 months after date of award. (Fund Type - TBD)	1.0	LO	\$35,000.00
600001	H119	Incremental Funding for CLIN 6000 - Support in the amount of \$16,000.00. Reference TI# 0001. (Fund Type - TBD)			
600002	H119	Incremental Funding for CLIN 6000 - Support in the amount of \$6,000.00. Reference TI# 0004. (Fund Type - TBD)			
600003	H119	Incremental Funding for CLIN 6000 - Support in the amount of \$10,000.00. Reference TI# 0004. (O&MN,N)			
600004	H119	Incremental Funding for CLIN 6000 - Support in the amount of \$3,000.00. Reference TI# 0001 Mod 2. (O&MN,N)			
6100	H119	Option Year 1 Support Costs of	1.0	LO	\$35,000.00

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\$35,000.00 for
Travel and
Incidental
Materials during
the period from
13 months after
date of award
through 24 months
after date of
award. (Fund Type
- TBD)

610001 H119 Incremental
Funding for CLIN
6100 - Support in
the amount of
\$13,000.00.
Reference TI#
0001 MOD 2.
(O&MN,N)

610002 H119 Incremental
Funding for CLIN
6100 - Support in
the amount of
\$10,000.00.
Reference TI#
0001 MOD 2.
(O&MN,N)

610003 H119 Incremental
Funding for CLIN
6100 - Support in
the amount of
\$12,000.00.
Reference TI# 01
(O&MN,N)

6200	H119	Option Year 2 Support Costs of \$35,000.00 for Travel and Incidental Materials during the period from 25 months after date of award through 36 months after date of award. (Fund Type - TBD)	1.0	LO	\$35,000.00
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620001 H119 Incremental
Funding for CLIN
6200 - Support in
the amount of
\$15,000.00.
Reference TI# 03

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Mod 3 (O&MN,N)

620002	H119	Incremental Funding for CLIN 6200 - Support in the amount of \$10,000.00. Reference TI# 01, REV. 1. (O&MN,N)			
620003	H119	Incremental Funding for CLIN 6200 - Support in the amount of \$6,000.00. Reference TI# 01, REV. 02. (O&MN,N)			
620004	H119	Incremental Funding for CLIN 6200 - Support in the amount of \$4,000.00. Reference TI# 02, Rev 2. (O&MN,N)			
6300	H119	Option Year 3 Support Costs of \$35,000.00 for Travel and Incidental Materials during the period from 37 months after date of award through 48 months after date of award. (Fund Type - TBD)	1.0	LO	\$35,000.00
630001	H119	Funding for CLIN 6300 - ODCs in the amount of \$30,000.00. Reference TI #01, Rev 5. (O&MN,N)			
630002	H119	Funding for CLIN 6300 - ODCs in the amount of \$5,000.00. Reference TI #04, Rev 3. (O&MN,N)			
6400	H119	Option Year 4 Support Costs of \$35,000.00 for Travel and	1.0	LO	\$35,000.00

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Incidental
Materials during
the period from
49 months after
date of award
through 60 months
after date of
award. (Fund Type
- 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 20,500 man-hours of direct labor. The estimated composition of the 20,500 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*	100	100	100	100	100
Energy Conservation Expert*	1000	1000	1000	1000	1000
Lead Marine Engineer*	1000	1000	1000	1000	1000
Marine Engineer	500	500	500	500	500
Analyst	1000	1000	1000	1000	1000
Lead Software Developer	500	500	500	500	500
Total Hours	4100	4100	4100	4100	4100

* 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)

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.

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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.

- 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

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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 ensuing 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 man-hours 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 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

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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 qualifications 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.

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:

Stephen N Kovacs, 931
1000 Kitty Hawk Avenue, Bldg. 77L
Philadelphia, PA 19112
stephen.n.kovacs@navy.mil

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 NSWCCD-SSES, Code 9310

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

4000	10/1/2009 - 6/30/2011
4100	6/17/2011 - 9/30/2012
4200	10/1/2012 - 9/30/2013
4300	10/1/2013 - 6/30/2014
6000	10/1/2009 - 3/31/2011
6100	10/1/2010 - 9/30/2011
6200	8/8/2011 - 9/30/2012
6300	10/1/2012 - 9/30/2013

CLIN - DELIVERIES OR PERFORMANCE

The period of performance is as follows: Date of Award through 60 Months thereafter, assuming all options are exercised. Performance periods are defined in the table below:

CLIN 4000 - 1 OCT 2009 - 30 JUN 2011
 CLIN 4100 - 1 JULY 2011 - 30 SEP 2012
 CLIN 4200 - 1 OCT 2012 - 30 SEP 2013
 CLIN 4300 - 1 OCT 2013 - 30 JUN 2014
 CLIN 4400 - 1 JUL 2014 - 30 SEP 2014

CLIN 6000 - 1 OCT 2009 - 31 MAR 2011
 CLIN 6100 - 1 OCT 2010 - 30 SEP 2011
 CLIN 6200 - 1 OCT 2011 - 30 SEP 2012
 CLIN 6300 - 1 OCT 2012 - 30 SEP 2013
 CLIN 6400 - 1 OCT 2013 - 30 SEP 2014

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Stephen N Kovacs, 931
1000 Kitty Hawk Avenue, Bldg. 77L
Philadelphia, PA 19112
stephen.n.kovacs@navy.mil
215-897-1144

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 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)
- 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*)

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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:
stephen.n.kovacs@navy.mil
john.stergiou@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.

(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 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

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20,500 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 79 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:

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

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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	36000.00
LLA :		
AA 97X4930	NH1C 000 77777 0 000167 2F 000000	081917779302
400002	92396040	33000.00
LLA :		
AB 97X4930	NH1C 000 77777 0 000167 2F 000000	091917779608
400003	92396045	50000.00
LLA :		
AC 97X4930	NH1C 000 77777 0 000167 2F 000000	091917772301
600001	92396049	16000.00
LLA :		
AD 97X4930	NH1C 000 77777 0 000167 2F 000000	091917779607

BASE Funding 135000.00
Cumulative Funding 135000.00

MOD 01

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400004 00536661 7000.00
 LLA :
 AE 97X4930 NH1C 000 77777 0 000167 2F 000000 101916560199

400005 00536665 20000.00
 LLA :
 AE 97X4930 NH1C 000 77777 0 000167 2F 000000 101916560199

400006 00536645 60000.00
 LLA :
 AE 97X4930 NH1C 000 77777 0 000167 2F 000000 101916560199

MOD 01 Funding 87000.00
 Cumulative Funding 222000.00

MOD 02

400007 01118330 70000.00
 LLA :
 AF 1701804 8U5N 253 SAS05 0 068342 2D 000000 45N530000530
 Standard Number: N0002410WX01626/AA

400008 01118333 6000.00
 LLA :
 AF 1701804 8U5N 253 SAS05 0 068342 2D 000000 45N530000530
 Standard Number: N0002410WX01626/AA

600002 01118339 6000.00
 LLA :
 AF 1701804 8U5N 253 SAS05 0 068342 2D 000000 45N530000530
 Standard Number: N0002410WX01626/AA

MOD 02 Funding 82000.00
 Cumulative Funding 304000.00

MOD 03

400009 02296425 6000.00
 LLA :
 AG 1701804 70BA 257 00070 R 045924 2D XK1094 0007001094KD
 Standard Number: N0007010WXX1094/AA

400010 02296424 12000.00
 LLA :
 AG 1701804 70BA 257 00070 R 045924 2D XK1094 0007001094KD
 Standard Number: N0007010WXX1094/AA

400011 02296423 72000.00
 LLA :
 AG 1701804 70BA 257 00070 R 045924 2D XK1094 0007001094KD
 Standard Number: N0007010WXX1094/AA

600003 02296426 10000.00
 LLA :
 AG 1701804 70BA 257 00070 R 045924 2D XK1094 0007001094KD
 Standard Number: N0007010WXX1094/AA

MOD 03 Funding 100000.00
 Cumulative Funding 404000.00

MOD 04 Funding 0.00
 Cumulative Funding 404000.00

MOD 05

600004 10049755 3000.00
 LLA :
 AH 97X4930 NH1C 000 77777 0 000167 2F 000000 111916560603

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TI-0001 MOD 2

610001 10049755 13000.00
 LLA :
 AH 97X4930 NH1C 000 77777 0 000167 2F 000000 111916560603
 TI-0001 MOD 2

MOD 05 Funding 16000.00
 Cumulative Funding 420000.00

MOD 06 Funding 0.00
 Cumulative Funding 420000.00

MOD 07 Funding 0.00
 Cumulative Funding 420000.00

MOD 08 Funding 0.00
 Cumulative Funding 420000.00

MOD 09

400012 10814944 11000.00
 LLA :
 AH 97X4930 NH1C 000 77777 0 000167 2F 000000 111916560603
 Standard Number: N0002411WX01522/AA (NAVSEA PR# 1400170967
 See technical instruction 0001

400013 10814965 4000.00
 LLA :
 AH 97X4930 NH1C 000 77777 0 000167 2F 000000 111916560603
 Standard Number: N0002411WX01522/AA (NAVSEA PR #1400170967)
 See technical instruction 0002

MOD 09 Funding 15000.00
 Cumulative Funding 435000.00

MOD 10

610002 11548223 10000.00
 LLA :
 AH 97X4930 NH1C 000 77777 0 000167 2F 000000 111916560603
 See Technical Instruction 0001

MOD 10 Funding 10000.00
 Cumulative Funding 445000.00

MOD 11

400014 11600124 32125.00
 LLA :
 AJ 1711804 8U5N 252 V5Z00 0 050120 2D 000000 A00000764814
 Standard Number: N0002411RX02072 ACRN: AA
 TI#01 MOD 3

410001 11600124 76675.00
 LLA :
 AJ 1711804 8U5N 252 V5Z00 0 050120 2D 000000 A00000764814
 Standard Number: N0002411RX02072 ACRN:AA
 TI#01 MOD 3

410002 11600137 15000.00
 LLA :
 AJ 1711804 8U5N 252 V5Z00 0 050120 2D 000000 A00000764814
 Standard Number: N0002411RX02072 ACRN: AA
 TI#02 MOD 3

410003 11600152 21000.00
 LLA :
 AJ 1711804 8U5N 252 V5Z00 0 050120 2D 000000 A00000764814

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Standard Number: N0002411RX02072 ACRN: AA
TI#03 MOD 3

410004 11600161 13000.00
LLA :
AJ 1711804 8U5N 252 V5Z00 0 050120 2D 000000 A00000764814
Standard Number: N0002411RX02072 ACRN: AA
TI#04

610003 11600165 12000.00
LLA :
AJ 1711804 8U5N 252 V5Z00 0 050120 2D 000000 A00000764814
Standard Number: N0002411RX02072 ACRN: AA
TI#01

MOD 11 Funding 169800.00
Cumulative Funding 614800.00

MOD 12

410003 11600152 (15000.00)
LLA :
AJ 1711804 8U5N 252 V5Z00 0 050120 2D 000000 A00000764814
Standard Number: N0002411RX02072 ACRN: AA
TI#03 MOD 3

620001 11600152 15000.00
LLA :
AJ 1711804 8U5N 252 V5Z00 0 050120 2D 000000 A00000764814
Standard Number: N0002411RX02072 ACRN:AA (NAVSEA PR# 1400196405)
TI#3 MOD 3

MOD 12 Funding 0.00
Cumulative Funding 614800.00

MOD 13

410005 1300250339 105463.00
LLA :
AK 1721804 8U5N 252 V5Z00 0 050120 2D 000000 A00001060846
Standard Number: N0002412WX04592/ACRN AA
IAW TECHNICAL INSTRUCTION(TI)-01, Rev. 1.

410006 1300250339 10000.00
LLA :
AK 1721804 8U5N 252 V5Z00 0 050120 2D 000000 A00001060846
Standard Number: N0002412WX04592/ACRN AA
IAW TECHNICAL INSTRUCTION (TI) - 02, REV. 1.

410007 1300250339 5000.00
LLA :
AK 1721804 8U5N 252 V5Z00 0 050120 2D 000000 A00001060846
Standard Number: N0002412WX04592/ACRN AA
IAW TECHNICAL INSTRUCTION (TI) - 03, REV. 1.

410008 1300250339 5000.00
LLA :
AK 1721804 8U5N 252 V5Z00 0 050120 2D 000000 A00001060846
Standard Number: N0002412WX04592/ACRN AA
IAW TECHNICAL INSTRUCTION (TI) - 04, REV. 1.

620002 1300250340 10000.00
LLA :
AL 1721804 8U5N 252 V5Z00 0 050120 2D 000000 A00001060914
Standard Number: N0002412WX04592/ACRN AA
IAW TECHNICAL INSTRUCTION (TI) - 01, REV. 1.

MOD 13 Funding 135463.00
Cumulative Funding 750263.00

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MOD 14

410009 1300271559 90000.00
 LLA :
 AM 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001207227
 IAW TI#01, REV 02

410010 1300271559 10000.00
 LLA :
 AM 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001207227
 IAW TI#04, REV 02

620003 1300271559 6000.00
 LLA :
 AM 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001207227
 IAW TI#01, REV 02

MOD 14 Funding 106000.00
 Cumulative Funding 856263.00

MOD 15

410011 1300284657 92795.00
 LLA :
 AN 1721804 8U5N 252 V5Z00 0 050120 2D 000000 A00001288777
 IAW TI#01, REV 3 VIA MOD 15

MOD 15 Funding 92795.00
 Cumulative Funding 949058.00

MOD 16

420001 1300271559 10000.00
 LLA :
 AM 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001207227
 SEE TI #02, REV 2

620004 1300271559 4000.00
 LLA :
 AM 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001207227
 SEE TI #02, REV 2

MOD 16 Funding 14000.00
 Cumulative Funding 963058.00

MOD 17 Funding 0.00
 Cumulative Funding 963058.00

MOD 18

410011 1300284657 (30000.00)
 LLA :
 AN 1721804 8U5N 252 V5Z00 0 050120 2D 000000 A00001288777
 IAW TI#01, REV 3 VIA MOD 15

410012 1300284657 30000.00
 LLA :
 AN 1721804 8U5N 252 V5Z00 0 050120 2D 000000 A00001288777
 IAW TI#2, REV 3 VIA MOD 18

MOD 18 Funding 0.00
 Cumulative Funding 963058.00

MOD 19 Funding 0.00
 Cumulative Funding 963058.00

MOD 20

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420002 1300320862 60000.00
 LLA :
 AP 1731804 8U5N 252 V5Z00 0 050120 2D 000000 A00001526003
 IN SUPPORT OF TI#01, REV 5

420003 1300320862 30000.00
 LLA :
 AQ 1731804 8U5N 252 V5Z00 0 050120 2D 000000 A00001526003
 IN SUPPORT OF TI#02, REV 4

420004 1300320862 15000.00
 LLA :
 AR 1731804 8U5N 252 V5Z00 0 050120 2D 000000 A00001526003
 IN SUPPORT OF TI#04, REV 3

630001 1300320862 30000.00
 LLA :
 AS 1731804 8U5N 252 V5Z00 0 050120 2D 000000 A00001526003
 IN SUPPORT OF TI#01, REV 5.

630002 1300320862 5000.00
 LLA :
 AT 1731804 8U5N 252 V5Z00 0 050120 2D 000000 A00001526003
 IN SUPPORT OF TI#02, REV 4.

MOD 20 Funding 140000.00
 Cumulative Funding 1103058.00

MOD 21

420005 1300330147 115000.00
 LLA :
 AU 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001584256

MOD 21 Funding 115000.00
 Cumulative Funding 1218058.00

MOD 22

420002 1300320862 (10000.00)
 LLA :
 AP 1731804 8U5N 252 V5Z00 0 050120 2D 000000 A00001526003
 IN SUPPORT OF TI#01, REV 5

420003 1300320862 10000.00
 LLA :
 AQ 1731804 8U5N 252 V5Z00 0 050120 2D 000000 A00001526003
 IN SUPPORT OF TI#02, REV 4

MOD 22 Funding 0.00
 Cumulative Funding 1218058.00

MOD 23 Funding 0.00
 Cumulative Funding 1218058.00

MOD 24

420006 1300359565 82000.00
 LLA :
 AV 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001790213

420007 1300356839 30000.00
 LLA :
 AW 1731804 8U5N 251 V5Z00 0 050120 2D 000000 A00001773379

420008 1300356839 26000.00
 LLA :
 AX 1731804 8U5N 251 V5Z00 0 050120 2D 000000 A00001773379

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420009 1300356839 13451.00
 LLA :
 AY 1731804 8U5N 251 V5Z00 0 050120 2D 000000 A00001773379

MOD 24 Funding 151451.00
 Cumulative Funding 1369509.00

MOD 25 Funding 0.00
 Cumulative Funding 1369509.00

MOD 26

420010 1300371227 22000.00
 LLA :
 AZ 1731804 8U5N 251 V5Z00 0 050120 2D 000000 A00001856169

420011 1300371227 19000.00
 LLA :
 BA 1731804 8U5N 251 V5Z00 0 050120 2D 000000 A00001856169

420012 1300371227 24286.00
 LLA :
 BB 1731804 8U5N 251 V5Z00 0 050120 2D 000000 A00001856169

430001 1300371227 65824.00
 LLA :
 BC 1731804 8U5N 251 V5Z00 0 050120 2D 000000 A00001856169

MOD 26 Funding 131110.00
 Cumulative Funding 1500619.00

MOD 27 Funding 0.00
 Cumulative Funding 1500619.00

MOD 28 Funding 0.00
 Cumulative Funding 1500619.00

MOD 29

430002 130039276000001 25430.00
 LLA :
 BD 1731319 84RX 251 V5T00 0 050120 2D 000000 A00002044509

MOD 29 Funding 25430.00
 Cumulative Funding 1526049.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

Table 1: Overall Performance Ratings

For The Evaluation Period

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

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

(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

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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 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).
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.

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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.
Cost Reporting	Reports are generally late, inaccurate incomplete or	Reports are timely, accurate, complete and	Reports are clear, accurate, and pro-active.

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unclear.

clearly written. Problems and/or trends are addressed, and an analysis is also submitted.

Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

See Attachment 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:

Ms. Irene Katakinski 215-897-7596

irene.katakinski@navy.mil

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-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

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

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

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

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

(1) assign additional work under the task order;

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

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

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

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

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SECTION J LIST OF ATTACHMENTS

Attachment I - ENCON Performance Summary table

Attachment II - ENCON DD 254 Form

Attachment III - Burn Rate Analysis Template (Monthly Report)

Attachment IV - Incurred Cost Report Template (Monthly Report)