

DELIVERY ORDER

DRAFT

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|---|---------------------------------------|---------------------------------|---|--|-----------------------------------|---|---------------------------|
| 1. CONTRACT NO. N00178-04-D-4028 | | 2. DELIVERY ORDER NO. FD0404 | | 3. EFFECTIVE DATE ORIG 09/26/2006 MOD 07/23/2008 | | 4. PURCHASE REQUEST NO. N00167-08-MR-68214 | |
| 5. ISSUED BY NSWC, CARDEROCK DIVISION, MARYLAND 9500 MacArthur Blvd West Bethesda MD 20817 christine.i.phillips@navy.mil 301-227-5763 | | | CODE N00167 | 6. ADMINISTERED BY DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299 | | | CODE S2101A |
| 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 DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264 | | | |
| | | | | CODE HQ0338 | | | |
| 13. TYPE OF ORDER | D | X | This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract. | | | | |
| ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. | | | | | | | |
| The Columbia Group, Incorporated | | | | | | | |
| 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: Roger N Branstiter 06/23/2008 CONTRACTING/ORDERING OFFICER | | | | 22. TOTAL \$196,272.00 |
| 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 purpose of this modification is to extend the end of the period of performance for completion of this task order from 26 September 2008 to 25 June 2009 at no additional cost to the Government. The extension is required due to Government delays in providing test parameters. Consideration is not being obtained because the contractor was not at fault. Accordingly, wherever 26 September 2008 appears as the end of the period of performance, it is hereby changed to 25 June 2009. 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 \$0.00 from \$153000.00 to \$153000.00.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|-----|---------|-----------|-----------|--------------|
| 1000 | | 1.0 Lot | | | \$194,272.00 |

Engineering services in support of the Performance Evaluation Branch in the area of the Maximum Combined Load and Fatigue Damage Accumulation in Naval Structures Under Multiple Stochastic Load Inputs Program. (TBD)

- 100001 Incremental funding in the amount of \$48,000 RDT&E funding
- 100002 Incremental funding in the amount of \$50,000 RDT&E
- 100003 Incremental funding in the amount of \$9,000 RDT&E funding
- 100004 Incremental funding in the amount of \$14,000 RDT&E funding
- 100005 Incremental funding in the amount of \$30,000 SCC funding

For ODC Items:

| Item | Qty | Unit | Est. Cost |
|------|-----|---------|------------|
| 3000 | | 1.0 Lot | \$2,000.00 |

Other Direct Costs (Materials, travel, miscellaneous) including applicable indirect costs (Non-fee bearing). (TBD)

- 300001 Incremental funding in the amount of \$2,000 RDT&E Funding

Level of Effort

The level of effort for performance of the task order is based upon an anticipated level of effort of 1,360 man-hours for the total two (2) year and nine (9) month period of performance.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

This is a performance-based acquisition for Maximum Combined Load and Fatigue Damage Accumulation in Naval Structures under Multiple Stochastic Load Inputs and is structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels described below in the “Performance Requirements Summary” and the evaluation methods described in provision CAR H09 in Section H.

I. Introduction

Composite materials have been used successfully in Navy ship systems over the past decade. One of the major concerns in Naval ships is the accumulation of fatigue damage during the service life of the ship. In this aspect, the superior fatigue performance of composites compared with that of conventional materials is of great importance. Although the initial imperfections of composite materials are chief locations of fatigue crack initiation, the rate of damage growth in composites is generally slower than that of metallic materials. Furthermore, the nature of the stochastic loadings, particularly the multiple loads experienced by ships due to longitudinal vertical bending, as well as lateral bending, and the local pressure fluctuations due to passing wave heights (slamming) experienced by modern ships, are quite complicated.

As propeller designs become increasingly more efficient, concern is now on the fatigue life of some of the more advanced designs. A review and recommendation for fatigue damage accumulation models applicable to Navy propellers will provide the Navy with the means of predicting propeller life and planning for replacement/overhaul cycles.

Health monitoring of hull structural integrity is planned for future advanced Navy ships. To provide feedback to the bridge crew will require the development of data fusion techniques to combine input sensor signals for overall integrity assessments.

II. Objectives

The primary objective is the development of a methodology for determining the maximum combined load and fatigue life of modern composite Navy ships and structural components under multiple load inputs. Secondary objectives are investigation and recommendations for appropriate fatigue damage models for Navy propellers and vessel integrity data fusion models.

Approach and Tasks Descriptions

Task 1: Identify Appropriate Stochastic Fatigue Damage Model

The contractor shall conduct a literature review to determine the appropriate stochastic fatigue damage accumulation models for composite materials that are capable of dealing with multiple random loading inputs. Robustness of the identified model shall be established using appropriate simulation studies.

Task 2: Determine Appropriate Transfer Functions For Loads Experienced by Composite Ships

In order to use any frequency based stochastic fatigue damage accumulation model, there needs to be an appropriate transfer function. In this task, the contractor shall develop transfer functions for longitudinal vertical bending; lateral bending, load pressures and slamming. Appropriate correlation for these various loads shall be developed.

Task 3: Incorporation of Physical Limits and Use of Appropriate S/N Curve

Structures can only sustain stress levels up to the physical limits described by ultimate strength, even though model formulation may consider stresses from zero to infinity. Furthermore, constant amplitude fatigue properties of some materials follow a bi-linear S/N curve. The contractor shall investigate the modifications needed to make the approach

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identified in Task 1 applicable for use in stochastic fatigue calculations when physical limits bound the possible range of stress and the constant amplitude S/N curve is bi-linear.

Task 4: Design of Experiments

The models developed in this investigation must eventually be verified experimentally. Using DOE methodologies, the contractor shall recommend efficient testing regimes to verify any developed methodologies.

Task 5: Fatigue Investigations of Navy Propellers

The contractor shall review various fatigue damage accumulation methods such as Rayleigh Approximation, Single Moment Approach and others applicable to Navy propellers and the most appropriate method shall be identified.

Task 6: Maximum Combined Seaway Loads

Historically, determination of maximum lifetime bending moments in surface ships has been accomplished by combining the wave-induced loads with the loads induced by whipping. These loads have been modeled using exponential and Rayleigh distributions to obtain the maximum lifetime bending moments. However, these analytically obtained loads have been significantly larger than those obtained using model tests. The contractor shall investigate this discrepancy and shall examine alternate models for obtaining experimentally verified maximum lifetime loads.

Task 7: Vessel Integrity Data Fusion

The ability to assimilate data from various sources and detect a significant shift in a recorded signal from mere random error or noise is called "data fusion" in statistics. There are several methods that have been suggested as optimal approaches for solving this problem. Each has advantages and disadvantages. Some of the main approaches suggested are state space models, Kalman Filter models, Bayesian models and neural networks. Neural networks require ad hoc modeling and significant training data to fine-tune the model; however, these models perform quite well with the use of good training data. Bayesian methods require the use of (sometimes complicated) subjective probability assessments about the system; however, these models are often very adaptive and can be used initially with little data. State space models and Kalman Filter models require a careful modeling of the system and its interactions with the measurement process. The basic models are not adaptive and adaptive modifications can often involve complicated inference. The contractor shall investigate the appropriateness of these and other methods for use in data fusion for vessel integrity based on both local and global sensor input, taking into account both dynamic external variables such as wave induced loadings and internal static variables such as cargo type (including human cargo). Deliverables under this task shall include a brief literature review, summary of methodology, and an example calculation for a prototype problem developed in consultation with NSWC personnel.

III. Travel

It is anticipated that all travel will be local, within the Washington D.C. area.

IV. Deliverables

Eight on-site meetings of 3 hours length each with relevant NSWCCD personnel, and final reports on stochastic fatigue damage in composite marine structures, combined loads, fatigue of Naval propellers, and vessel integrity data fusion.

V. Period of Performance

The period of performance of this task order shall be from the date of Task Order Award through 25 June 2009.

VI. Personnel

The personnel requirements and desired labor qualifications to support this effort are contained below:

a. Project Engineer (Key Person)

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The Project Engineer should have a Post-Graduate degree in Structural Analysis, Metallurgy and/or Model Testing with a minimum of 10 years experience in test design and analysis and a minimum of 4 years of classroom teaching experience in theoretical and practical test design and analysis.

b. Project Admin Assistant (Key Person)

The Project Admin Assistant should have a High School graduate, proficient in MS Word, EXCEL, Adobe Acrobat.

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SECTION D PACKAGING AND MARKING

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

Deliverables - The deliverables as specified in SECTION C, SOW, paragraph 4, shall be delivered electronically or mailed to the TOM.

N00167

Naval Surface Warfare Center, Carderock Division

Paul Howden, Code 653

9500 MacArthur Blvd.

West Bethesda, MD 20817-5700

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be performed by the Government at destination by the Task Order Manager.

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SECTION F DELIVERABLES OR PERFORMANCE

52.211-8 TIME OF DELIVERY (JUN 1997)

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

| ITEM NO. | QUANTITY | WITHIN DAYS AFTER DATE OF TASK ORDER |
|-----------------|----------|--------------------------------------|
| 1000 - 3000 | ALL | Two (2) years and nine (9) months |
| (End of clause) | | |

Task Order Manager
Paul H. Howden, 653
9500 MacArthur Blvd.
West Bethesda, MD 20817-5700
paul.howden@navy.mil
301-227-3966

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SECTION G CONTRACT ADMINISTRATION DATA

G17S TOM APPOINTMENT (AUG 2005)

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

Task Order Manager
Paul H Howden, 653
9500 MacArthur Blvd. Bldg 19 Rm B222
West Bethesda, MD 20817
paul.howden@navy.mil
301-227-3966

(b) The TOM is responsible for those specific functions assigned in the Task Order Administration Plan, attached.

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

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

Paragraph (b) of this clause is completed to reflect the following invoicing instructions:

The Contractor shall submit invoices and any necessary supporting documentation, in an original and 2 copies, to the contract auditor at the following address:

Defense Contract Audit Agency
700 American Avenue, Suite 100
King of Prussia, PA 19406

unless task orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order.

In addition, an information copy shall be submitted to the following address(es):

| | |
|--------------------------------------|------------------------------|
| Task Order Manager (TOM) | Accounting Office |
| NSWC, Carderock Division | NSWC, Carderock Division |
| Paul H Howden, 653 | Code 3131 |
| 9500 MacArthur Blvd. Bldg 19 Rm B222 | 9500 MacArthur Boulevard |
| West Bethesda, MD 20817-5700 | West Bethesda, MD 20817-5700 |
| paul.howden@navy.mil | |
| 301-227-3966 | |

Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

ESTIMATED

| ITEM(S) | ALLOTTED TO COST | ALLOTTED TO FEE | PERIOD OF PERFORMANCE |
|---------------------|------------------|-----------------|----------------------------|
| SLIN 100001 2009 | [REDACTED] | [REDACTED] | Date of Award thru 25 June |
| SLIN 100002 2009 | [REDACTED] | [REDACTED] | Date of Award thru 25 June |
| SLIN 100003 2009 | [REDACTED] | [REDACTED] | Date of Award thru 25 June |
| SLIN 100004 2009 | [REDACTED] | [REDACTED] | Date of Award thru 25 June |
| SLIN 100005 2009 | [REDACTED] | [REDACTED] | Date of Award thru 25 June |
| SLIN 300001 2009 | [REDACTED] | [REDACTED] | Date of Award thru 25 June |

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

(c) CLINs/SLINs 100001 thru 100005, and 300001 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

(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 1,360 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.

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(d) The level of effort for this contract shall be expended at an average rate of approximately 14 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 = $\text{Fee} \times ((\text{Required LOE} - \text{Expended LOE}) / \text{Required LOE})$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

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

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

(End of Clause)

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Accounting Data

| SLINID | PR Number | Amount |
|---|-----------|----------|
| 100001 | 61700895 | 48000.00 |
| LLA : | | |
| AA 97X4930 NH1C 000 77777 0 000167 2F 000000 992606000510 | | |
| 300001 | 61700895 | 2000.00 |
| LLA : | | |
| AA 97X4930 NH1C 000 77777 0 000167 2F 000000 992606000510 | | |

MOD 1

| | | |
|---|----------|----------|
| 100002 | 70575487 | 50000.00 |
| LLA : | | |
| AA 97X4930 NH1C 000 77777 0 000167 2F 000000 992606000510 | | |

MOD 2

| | | |
|---|----------|----------|
| 100003 | 72204956 | 9000.00 |
| LLA : | | |
| AB 97X4930 NH1C 000 77777 0 000167 2F 000000 071230086834 | | |
| 100004 | 72204972 | 14000.00 |
| LLA : | | |
| AC 97X4930 NH1C 000 77777 0 000167 2F 000000 071230095790 | | |

MOD 3

| | | |
|---|----------|----------|
| 100005 | 81683080 | 30000.00 |
| LLA : | | |
| AD 97X4930 NH1C 000 77777 0 000167 2F 000000 992606000310 | | |

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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 Individual Task Orders

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

(c) 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).

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

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

(f) Evaluation Schedule: Each performance evaluation will cover the previous twelve months of performance. The Government will evaluate all work under the task order performed by the contractor during the twelve-month period. Following each evaluation period, the PCO (or Contract Specialist if so designated by the PCO) and the ToM will hold a meeting with the contractor's Senior Technical Representative to review performance under the task order during the previous twelve months, including overall trends, specific problem areas, if any, and their resolution. Other Government and contractor personnel may also participate as deemed appropriate.

(g) Contractor's Self-Evaluation: The contractor may also submit a Self-Evaluation Report for consideration. The report must include an overall performance rating for the task order, covering the evaluation period, and may include whatever information the contractor deems relevant to support that rating. The report shall not exceed two (2) pages in length.

(h) Performance Evaluation: The PCO will make the decision on the overall performance rating for the work performed under the task order within thirty days after receipt of the evaluation report from the ToM. The decision will be based upon the ToM's recommendations, the contractor's comments, including any Self-Evaluation Report, and any other information deemed relevant by the PCO. The PCO shall resolve disagreements between the ToM's recommendations and the contractor's comments/report regarding the evaluation. The PCO will provide a copy of the evaluation report, including the overall rating, to the contractor within five working days after completion of the evaluation.

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

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

TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

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

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

TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

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

TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

| CRITERION | UNSATISFACTORY | SATISFACTORY | EXCELLENT |
|-----------|----------------|--------------|----------------------|
| | | | Reductions in direct |

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|-----------------|--|---|--|
| 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. | 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 unclear. | Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted. | Reports are clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective. |

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SECTION I CONTRACT CLAUSES

Section I clauses in accordance with the base IDIQ contract.

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

52.251-1 GOVERNMENT SUPPLY SOURCES (Apr 1984)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be "Government-furnished property," as distinguished from "Government property." The provisions of the clause entitled "Government Property," except its paragraphs (a) and (b), shall apply to all property acquired under such authorization.

(End of Clause)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (NOV 2004)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement:

Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under non-mandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this

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means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address (include point of contact and telephone number):

Government Remittance Address (include point of contact and telephone number):

(End of clause)

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

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

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

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

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

(1) assign additional work under the task order;

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

(3) increase or decrease the contract price or estimated amount (including fee), as applicable, the level of effort, or the time required for task order performance; or

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

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

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

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

Performance Based Evaluation Table