

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 28-Jun-2010	4. REQUISITION/PURCHASE REQ. NO. 01696914	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CARDEROCK DIVISION, PHILADELPHIA NAVSSSES Philadelphia PA 19112-1403 craig.wright@navy.mil 215-897-8275	CODE N65540	7. ADMINISTERED BY (If other than Item 6) DCMA SURFACE COMMUNICATION AND SUPPORT SYSTEMS PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427	CODE S3915A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ROI Consulting 15 High Meadows Drive Mullica Hill NJ 08062-9462		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4538-EHP1
		10B. DATED (SEE ITEM 13) 22-Apr-2009
CAGE CODE 1PWG8	FACILITY CODE 075211362	

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.

<input type="checkbox"/>	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"/>	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) Robert R Colot, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Robert R Colot (Signature of Contracting Officer)	16C. DATE SIGNED 28-Jun-2010
(Signature of person authorized to sign)			

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GENERAL INFORMATION

The purpose of this modification is to provide incremental funding in the amount of \$120,000.00 to CLIN 4100 (LABOR).

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

410002 01696914 120000.00

LLA :

AC 97X4930 NH1C 000 77777 0 000167 2F 000000 101914502021

MOD 02 Funding 120000.00

Cumulative Funding 370000.00

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased by \$120,000.00 from \$250,000.00 to \$370,000.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
410002	OTHER	0.00	120,000.00	120,000.00

The total value of the order is hereby increased by \$0.00 from \$440,721.83 to \$440,721.83.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Not Applicable. See CLIN 4000 (TBD)		1.0 Lot	\$0.00	\$0.00	\$0.00
100001						

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Not Applicable. See CLIN 0006 (TBD)		1.0 Lot	\$0.00

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Base Period Engineering and Technical Services IAW the attached SOW during the period from date of award through 12 months after date of order. (O&MN,N)		1.0 Lot	\$186,140.83	\$11,168.45	\$197,309.28
400001	Incremental funding in the amount of \$135,000.00. (O&MN,N)					
400002	Incremental funding in the amount of \$62,309.28. (OTHER)					
4100	Option Year 1 Same as CLIN 4000 except during the period 13 months ADO through 24 months ADO. (O&MN,N)		1.0 Lot	\$191,725.05	\$11,503.50	\$203,228.55
410001	Incremental					

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funding in the
amount of
\$33,088.72
(OTHER)

410002 Incremental
funding in the
amount of
\$120,000.00.
(OTHER)

4200	Option Year 2 Same as CLIN 4000 except during period 25 months ADO through 36 months ADO. (O&MN,N) Option	1.0 Lot	\$197,476.81	\$11,848.61	\$209,325.42
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4300	Option Year 3 Same as CLIN 4000 except during the period 37 months ADO through 48 months ADO. (O&MN,N) Option	1.0 Lot	\$203,401.11	\$12,204.07	\$215,605.18
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4400	Option Year 4 Same as CLIN 4000 except during the period 49 months ADO through 60 months ADO. (O&MN,N) Option	1.0 Lot	\$209,503.14	\$12,570.19	\$222,073.33
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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6000	Base Period Support Costs of \$19,602.00 for Travel during the period from date of award through 12 months after date of order. (O&MN,N)	1.0	Lot	\$19,602.00
600001	Incremental funding in the amount of \$15,000.00 (O&MN,N)			
600002	Incremental funding in the amount of \$4602.00 (OTHER)			

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6100	Option Year 1 Support Costs of \$20,582.00 for Travel during the period 13 months ADO through 24 months ADO. (O&MN,N)	1.0 Lot	\$20,582.00
6200	Option Year 2 Support Costs of \$21,611.00 for Travel during the period 25 months ADO through 36 months ADO. (O&MN,N) Option	1.0 Lot	\$21,611.00
6300	Option Year 3 Support Costs of \$22,692.00 for Travel during period 37 months ADO through 48 months ADO. (O&MN,N) Option	1.0 Lot	\$22,692.00
6400	Option Year 4 Support Costs of \$23,826.00 for Travel for the period 49 months ADO through 60 months ADO. (O&MN,N) Option	1.0 Lot	\$23,826.00

NOTES:

- 1) The deadline for receipt of questions regarding this RFP is close of business on 19 December 2008.
- 2) This solicitation is expected to result in the award of a cost-plus-fixed-fee task order with provisions for performance based payments.
- 3) Any performance beyond 04/04/09 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.

LEVEL OF EFFORT:

The level of effort for the performance of this contract is based upon an anticipated total estimated level of effort of 9,775 man-hours of direct labor. The estimated composition of the 9,775 man-hours of direct labor can be found in the chart below. On Site Labor refers to labor performed at the Contractor's Facility or while on temporary travel and Off Site Labor refers to labor performed at NSWCCD-SSES facility in Philadelphia, PA.

Labor Category	Base Period	Option 1	Option 2	Option 3	Option 4	Total
Program Manager	45	45	45	45	45	225
Sr. Electrical Sys Eng*	1750	1750	1750	1750	1750	8750
Sr. Electrical Sys Eng*- OT	160	160	160	160	160	800
Total Hours	1955	1955	1955	1955	1955	9775

* Denotes Key Personnel

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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

1.0 OBJECTIVE

Provide electrical engineering and subject matter expertise in support of NAVSEA Philadelphia the Naval Surface Warfare Center Carderock Division (NSWCCD-SSES) Advanced Electrical Systems Branch, Code 939, in support of DDG 51, CG 47, DDG 1000, and major acquisition initiatives.

2.0 SCOPE OF WORK

The contractor shall provide electrical engineering and subject matter expertise support services for the the design and operations of CG 47, DDG 51 and DDG 1000 power generation, distribution, and control systems / equipment. This tasking will include simultaneous efforts requiring engineering design, modeling, testing, project management, and the coordination and subsequent execution of shipboard test events. Electrical system integration issues, power anomalies, and component level / element operational deficiencies shall be resolved on new acquisition initiatives. It is anticipated that 70% of this effort will be conducted off-site at NSWCCD-SSES facility in Philadelphia and the remaining 30% of the effort conducted on-site at the Contractor's facility or while on temporary travel.

3.0 TASKING

3.1 ADVANCED ELECTRICAL SYSTEMS ENGINEERING SUPPORT

3.1.1 Provide technical support of immature technologies in an effort to evaluate their potential for fleet introduction on new acquisition and existing platforms. There will also be emergent issues that are typically a result of equipment operational or integration problems requiring technical resolutions. Successful efforts are anticipated to rely on fleet operational experience and may require unconventional approaches to resolve engineering challenges.

3.2 DDG 51 ENGINEERING SUPPORT

3.2.1 Support New Construction ship, DDG 103 to DDG 112, for Risk Reduction and Combat System Electrical Issues Meetings. Provide technical support in the investigation of identified system integration, system performance, and individual component issues. Research and propose the implementation of engineering changes to enhance electric plant survivability / performance. These efforts require modeling, analysis, evaluations, test procedure development, land based and shipboard test execution, and will result in recommended corrective actions via presentations and reports.

3.2.2 Participate in the Combat System Survivability Demonstrations (CSSD) on ships DDG 107 to DDG 112. Verify test procedures are executed such that HME system performance, in support of combat systems, may be evaluated. Investigate, quantify, and recommend system / equipment alignment or engineering changes for evaluation. Provide guidance / training to junior engineers on power system performance evaluation, CSSD testing, and data analysis. Provide direction to Shipyard and Ship's operating personnel during pier side and underway Combat System Survivability Demonstrations (CSSD).

3.2.3 Participate in the Combat System Survivability Qualification Trials (CSSQT) on DDG107AF.

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Conduct zonal electrical distribution system testing to ensure individual component and overall system performance supports combat system readiness. Identify component / system deficiencies requiring corrective action. Performance issues will be detailed in writing to the Advanced Electrical Systems Manager. Determine effectiveness of existing test documents and make recommendations to improve or remove. Author new test procedures based on known or perceived deficiencies to ensure system / components operate within design parameters.

3.2.4 Support the DDG Modernization Electric Plant Back Fit Test Verification process at the NAVSEA Land Based Engineering Site (LBES) test facility. This effort will require the preparation of detailed procedures, test execution, equipment & system troubleshooting, and recommendations to resolve identified design deficiencies.

3.2.5 Provide engineering support the NSWC Land Base Engineering Facility through test procedure development, survivability training, and troubleshooting of power system anomalies.

3.3 DDG-51 HYBRID ELECTRIC DRIVE PROTOTYPE PROJECT

3.3.1 Electrical Engineering services are required to support the development of the prototype DDG 51 hybrid electric drive (HED) system. The HED will provide fuel savings for normal ship operations by reducing the number of gas turbines on-line for propulsion below 13 kts or ship service at or above 13 kts.

3.3.2 Provide recommendations to develop an Interface Design Document providing detail requirements for the DDG control system to support hybrid propulsion motor / generators.

3.3.3 Provide recommendations to develop an Interface Design Document providing detail requirements for the DDG ship service electrical distribution system which will support hybrid propulsion motor / generators.

3.3.4 Provide technical recommendations on vendor submitted Hybrid Drive interface designs.

3.3.5 Develop conceptual design for integration of proto-type drive into the NSWCCD-SSES LBES

3.3.6 Develop out-year program plan in support of support Hybrid Drive development effort.

3.4 CG 47 Engineering Support

3.4.1 Provide technical support to the work up to the CG 52 Total Ship Survivability Test and execution of the test. Develop casualty scenarios, implementation sheets, and power monitoring plan. Provide 60Hz Power System training to Ship's Force and participate in the execution of the test and subsequently author report of findings and recommendations.

3.4.2 Conduct technical recommendation of Integrated Recoverability Model multiple simultaneous fault scenarios in effort to validate model.

3.4.3 Participate in the Combat System Survivability Demonstrations (CSSD) on select hulls. Develop test procedures in concert with combat systems integrator such that HM&E system performance, in support of combat systems, may be evaluated. Investigate, quantify, and recommend system / equipment alignment or engineering changes for evaluation.

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3.5 DDG 1000 COMMON ARRAY POWER SUPPLY

3.5.1 Support all facets of the program needs with respect to the Common Array Power Supply in the role as Navy Technical Team lead. Provide technical recommendations to shipyards and COMMON ARRAY POWER SUPPLY original equipment manufacturer on interface and compliance issues.

3.6 PROGRESS REPORTS

Progress reports shall be submitted monthly. The progress report shall indicate the number of man-hours used during the reporting period, man-hours used to date, expenditures to date, and percent of contract expended. Additionally, the progress report shall include a description of the work accomplished, problems encountered, and deliverables submitted during the reporting period.

4.0 DELIVERABLES

4.1 All deliverables shall be provided in electric formats to the TPOC or their designee. Execution of the detailed tasking will result in the following deliverables

4.2 Contractor's Progress, Status & Management Report. The contractor shall provide a monthly progress report, which shall briefly describe the work performed during each reporting period together with significant results thereof. This report shall describe any problems encountered and propose solutions for their resolution. The report shall further provide the current technical and financial status of the effort, and contain a brief outline of the work envisioned for the ending reporting period. Informal appendices shall be included as necessary or required in the scope of the work. The report shall also include the number of man-hours expended by labor category (including a list of specific contractor personnel who are part of the labor category) and miscellaneous support costs incurred during the reporting period and cumulatively. Any subcontractor technical progress and financial expenditures shall be reported separately as attachments to the contractor's progress report. Submission of the report shall be done via electronic mail to the Technical Point of Contact and the Contracting Officer Representative by the 15th of each month.

4.3 Trip Reports. The contractor shall prepare minutes for each meeting attended and trip conducted associated with the scope of 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 work. Trip reports shall be submitted within 7 days after trip to the Technical Point of Contact and the Contracting Officer Representative.

4.4 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. Final Report shall be submitted within 15 days after the tasks finished to the Technical Point of Contact and the Contracting Officer Representative.

4.5 Shipcheck Report. Conduct pre-installation site surveys/shipchecks on designated ships to identify situational interferences between drawings and specific physical and environmental conditions. Include

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drawings, field sketches, test memoranda, installation procedures, maintenance procedures, etc., as required to accomplish work. Shipcheck Report shall be submitted within 7 days after shipcheck to the Technical Point of Contact and the Contracting Officer Representative.

4.6 QA Workbook. The contractor shall provide one (1) copy of a QA workbook which, at a minimum, meets the requirements of the NSWCCD-SSES C/90 alteration installation quality assurance manual, ship installation drawings and in process control procedures (ICPSs) which shall be developed using NAVSEA Standard ITems (latest version) which can be found at following website: <http://www.supship.navy.mil/ssrac4/standard.htm>. QA Workbook shall be submitted by the first day of the months to the Technical Point of Contact and the Contracting Officer Representative.

5.0 GOVERNMENT FURNISHED MATERIAL / INFORMATION (GFMI)

5.1 NSWCCD-Philadelphia will provide open plan offices such as cubicles for assigned personnel.

5.2 Copies of or access to applicable documentation such as Machinery Alterations, Requirement Specifications, Electric Plant Power Monitoring Data, Military / DOD / ABS NVR Specifications and applicable Ship Systems drawings and technical manuals will be provided as needed.

6.0 CLASSIFIED MATERIAL

None

7.0 SECURITY REQUIREMENTS

The highest level of security required under this contract is SECRET as designated on the DD Form 254, Attachment II to this contract. The Contractor is responsible for acquiring, and maintaining security clearances at the level(s) required under this contract. The Director of Industrial Security, Defense Investigative Service, NSWCCD-SSES is the point-of-contact regarding security matters. All information and publications described in this delivery order are for official use only. Information should be conveyed on a need to know basis only.

8.0 PLACE OF PERFORMANCE

It is anticipated that 70% of this effort will be conducted offsite at NSWCCD-SSES facility in Philadelphia and the remaining 30% of the effort conducted onsite at the Contractor's facility or while on temporary travel.

9.0 OVERTIME

Overtime is authorized as required to support the mission. During testing onboard naval ships or at the Land Base Engineering Site (LBES) there would be times that overtime may be required to be authorized due to the testing was not completed with the time allotted time provided exceeds the normal work day.

10.0 TRAVEL

Some US travel will be required to accomplish some of the listed tasks. The majority of required travel will be to the following locals: Bath, Me; Pascagoula, MS; Norfolk, VA; San Diego, CA; Mayport Fl; Washington, DC; Pearl Harbor, HI. The list below is a sample set of trips; actual travel is not limited to this list.

4 trips of 2 day length to Bath, ME

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2 trips of 5 day length to Norfolk, VA

2 trips of 5 day length to San Diego, CA

2 trips of 5 day length to Pascagoula, MS

8 trips of 1 day length to Washington, DC

11.0 SCHEDULE

The Task Order Manager (TOM) is responsible for all interfaces with the Contractor. Specific tasking will be provided by the TOM via the issuance of Technical Instruction (TI) letters.

12.0 TASK ORDER MANAGER

The TOM for this contract is Stephen Chung, NSWCCD-SSES Code 938; 215-897-8656

13.0 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 is awarded to the offeror.

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

Personnel assigned to or utilized by the Contractor in the performance of this order shall meet the target qualifications in terms of experience, educational or 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.

Senior Electrical Systems Engineer (1 Resume required)

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Target Education:

1. BSEE in Electrical Engineering from an accredited university.
2. Preferred Registered Pennsylvania professional engineer

Target Experience:

1. 10+ years experience with low and medium voltage electrical generation and distribution system equipment.
2. 10+ years experience with DDG 51 Aegis and/or DDG 1000 shipboard electrical power systems.
3. 5+ years experience in project and personnel management
4. 5+ years experience as system test engineer
5. 5+ years experience performing power quality surveys
6. 10+ years experience with electrical apparatus repair
7. 5+ years experience with short circuit, coordination, and arc-flash studies
8. Individual must have a Secret Security Clearance or a Confidential Security clearance with the ability to obtain a Secret Security Clearance. Within 10 days after date of order, the contractor shall submit the required documentation to obtain a Secret Security Clearance to their cognizant Security Office.

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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)

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 the Government.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Stephen Chung, 938
5001 S. Broad Street
Philadelphia, PA 18954
stephen.chung@navy.mil
215-897-8656

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)

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

Issue DODAAC	<u>N65540</u>
Admin DODAAC	<u>S3915A</u>
Pay Office DODAAC	<u>HQ0337</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>N/A</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.chung@navy.mil

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(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 9,775 (to be completed for each order) 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 38 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.

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(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 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

(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 in Section B and Section G. 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.

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Accounting Data

SLINID	PR Number	Amount
400001	90900405	135000.00
LLA :		
AA 1791804 8B5B 253 SASWF 0 068342 2D 000000 15BF0SWE0F00		
Standard Number: N0002409WX00691(AA)		
Funding \$135,000.00 for 8 months of labor CLIN 4000		
600001	90900417	15000.00
LLA :		
AA 1791804 8B5B 253 SASWF 0 068342 2D 000000 15BF0SWE0F00		
Standard Number: N0002409WX00691(AA)		
Funding \$15,000.00 for travel cost CLIN 6000		

BASE Funding 150000.00
Cumulative Funding 150000.00

MOD 01

400002	91523679	62309.28
LLA :		
AB 1781319 14PA 253 SASHP 0 068342 2D 263420 9B62A000CON0		
Standard Number: N0002408WX12359 AA		
INCREMENTAL FUNDING FOR CLIN 4000		
410001	91523679	33088.72
LLA :		
AB 1781319 14PA 253 SASHP 0 068342 2D 263420 9B62A000CON0		
Standard Number: N0002408WX12359 AA		
INCREMENTAL FUNDING FOR CLIN 4100		
600002	91523679	4602.00
LLA :		
AB 1781319 14PA 253 SASHP 0 068342 2D 263420 9B62A000CON0		
Standard Number: N0002408WX12359 AA		
INCREMENTAL FUNDING CLIN 6000		

MOD 01 Funding 100000.00
Cumulative Funding 250000.00

MOD 02

410002	01696914	120000.00
LLA :		
AC 97X4930 NH1C 000 77777 0 000167 2F 000000 101914502021		

MOD 02 Funding 120000.00
Cumulative Funding 370000.00

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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.

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

(e) Organization: The performance evaluation organization consists of the Procuring Contracting Officer (PCO), who will serve as the Evaluation Official, and the Task Order Manager (ToM).

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

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

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

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

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

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

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

TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

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

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

TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

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

TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
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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.	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 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.

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 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 notice of its intent to exercise the option(s) at least thirty days before the Task Order expires. The

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preliminary notice does not commit the Government to an extensions.

(b) The total duration of this task order, including the exercise of any options under this clause, shall not exceed 60 months.

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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.

(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

DD254 and Performance Based Summary Table