

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 13	3. EFFECTIVE DATE 19-Sep-2011	4. REQUISITION/PURCHASE REQ. NO. N/A	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 BOSTON 495 SUMMER STREET BOSTON MA 02210-2138		CODE S2206A

NSWC, CARDEROCK DIVISION, PHILADELPHIA
NAVSSSES
Philadelphia PA 19112-1403
craig.wright@navy.mil 215-897-8275

DCMA BOSTON
495 SUMMER STREET
BOSTON MA 02210-2138

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Eastern Research Group, Inc. 110 Hartwell Avenue, Suite 1 Lexington MA 02421-3134	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4305-EHP1
	10B. DATED (SEE ITEM 13) 26-Sep-2007
CAGE CODE 00GP8	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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) AGREEMENT OF THE PARTIES - PER ERG E-MAIL DATED 09/16/2011

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 19-Sep-2011
(Signature of person authorized to sign)			

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GENERAL INFORMATION

I. The purpose of the subject modification is to update the CLIN/SLIN period of performance dates, at no cost to the Government or contractor, from:

CLIN/SLIN DESCRIPTION POP START POP END

1000 BASE YR LABOR	09/28/2007	09/30/2011
3000 BASE YR ODCs	09/28/2007	09/30/2011

to:

CLIN/SLIN DESCRIPTION POP START POP END

1000 BASE YR LABOR	09/28/2007	04/04/2012
3000 BASE YR ODCs	09/28/2007	04/04/2012

II. All other terms and conditions remain unchanged.

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$184,748.42 by \$0.00 to \$184,748.42.

The total value of the order is hereby increased from \$382,552.00 by \$0.00 to \$382,552.00.

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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	In-Service Engineering and Life Cycle Management for shipboard sampling and analysis in accordance with the Statement of Work. (O&MN,R)	1.0 LO	\$279,000.00	\$18,552.00	\$297,552.00
100001	Incremental Funding in the amount of \$30,000.00 (O&MN,R)				
100002	Incremental Funding in the amount of \$13,303.42 (O&MN,R)				
100003	Incremental Funding in the amount of \$7,000.00 (O&MN,R)				
100004	Incremental Funding in the amount of \$2,635.00 (OTHER)				
100005	Incremental Funding in the amount of \$101,000.00 (OTHER)				

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3000	Other Direct Costs--Material, Equipment and Shipping cost are estimated at \$85,000.00. (O&MN,R)	1.0 LO	\$85,000.00

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- 300001 Incremental
Funding in the
amount of
\$11,295.00
(O&MN,R)
- 300002 Incremental
Funding in the
amount of \$0.00
(O&MN,R)
- 300003 Incremental
Funding in the
amount of
\$3,000.00
(O&MN,R)
- 300004 Incremental
Funding in the
amount of \$865.00
(OTHER)
- 300005 Incremental
Funding in the
amount of
\$15,650.00
(OTHER)

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF	

4000	Option I In-Service Engineering and Life Cycle Management Support for shipboard sampling and analysis in accordance with the Statement of Work. (TBD) Option	1.0	LO	\$192,311.00	\$12,767.00	\$205,078.00
4100	Option II In-Service Engineering and Life Cycle Management Support for shipboard sampling and analysis in accordance with the Statement of Work. (TBD) Option	1.0	LO	\$198,960.00	\$13,192.00	\$212,152.00
4200	Option III In-Service	1.0	LO	\$205,790.00	\$13,627.00	\$219,417.00

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Engineering and
Life Cycle
Management
Support for
shipboard
sampling and
analysis in
accordance with
the Statement of
Work. (TBD)
Option

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6000	Option I Other Direct Costs--Material, Equipment ,and Shipping fees are estimated at \$56,667.00. (TBD) Option	1.0 LO	\$56,667.00
6100	Option II Other Direct Costs--Material, Equipment, and Shipping fees are estimated at \$56,667.00. (TBD) Option	1.0 LO	\$56,667.00
6200	Option III Other Direct Costs--Material, Equipment, and Shipping fees are estimated at \$56,667.00. (TBD) Option	1.0 LO	\$56,667.00

Type of Task Order: This is a cost-plus-fixed-fee performance based task order. The estimated Level of Effort is as follows:

	Base Period		Option 1		Option 2		Option 3		
Period of Performance	9/28/07 - 9/30/10		10/01/10 - 4/4/11		4/5/11- 9/30/11		10/01/11- 4/4/12		
CLIN	1000		4000		4100		4200		
Labor Category (* Denotes Key Personnel)	Base Period		Option 1		Option 2		Option 3		TOTAL
	ST	OT	ST	OT	ST	OT	ST	OT	
Program Manager*	250	0	167	0	167	0	167	0	751
Senior Project Engineer*	500	100	333	65	333	65	333	65	1794

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Senior Environmental Engineer*	500	100	333	65	333	65	333	65	1794
Lab Technician*	700	100	467	65	467	65	467	65	2396
Mechanical Designer	250	50	167	35	167	35	167	35	906
Shop Personnel	300	50	200	35	200	35	200	35	1055
TOTAL	2500	400	1667	265	1667	265	1667	265	8696
ST: Straight Time									
OT: Overtime									

NOTE: Exercise of option CLINs in award term periods are contingent upon the award term option period of the basic contract being exercised.

HQ B-2-0014 PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993)

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

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

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

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

(End of Text)

NOTES

Percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money.

Applicable to all cost-reimbursement type completion procurements containing a fee.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK: In-Service Engineering, Life Cycle Management, as well as shipboard sampling and analysis for the U.S. Navy Ship Environmental Program.

1.0 SCOPE

The overall scope of this Statement of Work (SOW) is to provide In-Service Engineering, Life Cycle Management, and shipboard sampling and analysis for the U.S. Navy Ship Environmental Program to the Naval Surface Warfare Center, Carderock Division (NSWCCD). The Contractor shall provide engineering, scientific, logistic services, as well as the experienced personnel necessary to support NSWCCD in the scientific and engineering disciplines related to shipboard environmental protection equipment. These services include test and evaluation, environmental equipment evaluation, software development, training, and laboratory analysis of ship waste influent and effluent streams.

1.1 BACKGROUND

Naval Surface Warfare Center, Carderock Division Codes 631/635 are responsible for the In-Service Engineering and Life Cycle Management efforts for shipboard environmental systems. These efforts include test and evaluation, environmental equipment evaluations, software development, training, and sampling onboard vessels.

2.0 TECHNICAL REQUIREMENTS

2.1 IN-SERVICE ENGINEERING SUPPORT

The Contractor shall perform the following duties in support of the In-Service Engineering for the U.S Navy Ship Environmental Program:

1) Test and evaluation of common Uniform National Discharge Standards (UNDS) liquid discharges, potable water supply, ship-to-shore transfer waste, and air emissions such as incinerator and engine exhaust.

2) Environmental Protection Agency (EPA), American Society for Testing and Materials (ASTM), International Maritime Organization (IMO), and International Organization for Standardization (ISO) test methods shall be utilized for all tests and evaluations.

2.2 LIFE CYCLE MANAGEMENT SUPPORT

The Contractor shall perform the following duties in support of the U.S Navy Ship Environmental Program Life

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Cycle Management efforts:

- 1) Serve as a team member in support of sampling and analysis for the U.S. Navy Ship Environmental Program.
- 2) Participate in shipboard sampling and analysis team meetings.
- 3) Provide knowledgeable input, assist in decision making, and help with shipboard sampling and analysis criteria.

3.0 PERFORMANCE

The contractor's performance will be evaluated on the criteria outlined in Clause H09 and H10 with the assigned category weighting factors:

- 1) Management Performance (25%)
- 2) Technical Performance (50%)
- 3) Schedule Performance (25%)

The contractor will be notified of any changes in the evaluation criteria as well as any adjustments to the weighting of tasks, if any, prior to commencement of each evaluation period. Unsatisfactory performance under a task may result in an increased weighting for that task in subsequent evaluation periods (see Clause H09 and H10).

4.0 TRAVEL REQUIREMENTS

The Contractor will be required to attend meetings and perform visits during the performance of the various tasks assigned under this task order. Such visits will be to various U.S. Naval activities, other contractor facilities, and corporations or businesses associated with each particular task. Specific travel requirements are as follows:

- 1) Six (6) round trips for two (2) personnel each for shipboard sampling and analysis meetings to be held at the Naval Surface Warfare Center, Carderock Division in Philadelphia, PA.

5.0 GOVERNMENT FURNISHED INFORMATION

The government shall supply the Contractor the drawings and documents listed in Section 2.0.

6.0 DELIVERABLES

A001 Monthly Status Reports – Progress reports should be submitted in Contractor electronic format. Monthly status reports shall contain a breakdown of funding details and projections.

A002 Reports for any meetings, conferences, etc. that pertain to this task order. Reports must be submitted in Contractor electronic format. At the completion of each test, project, or site visit, the Contractor will provide a

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report detailing the work performed and all significant findings.

Copies of the deliverables are to be distributed to: Government Technical Point of Contact (TPOC).

7.0 SECURITY

All documentation generated under this Task Order will be "Unclassified". Access to ships, ship drawings, or other required information will require a minimum of "Confidential" clearance by all personnell assigned to this Task Order.

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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: Naval Surface Warfare Center, Carderock Division Philadelphia
5101 S. 18th Street
Building 1000--2nd Floor
Philadelphia, PA 19112-1403
ATTN: Timothy Kurylo, Code 631

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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 periods of performance for the following firm items are from date of task order award through 04 April 2012, estimated at:

1000 Date of Award - 04/04/2012

3000 Date of Award - 04/04/2012

The period of performance for the following option items are estimated as follows:

4000 10/1/2010 - 4/4/2011

4100 4/5/2011 - 9/30/2011

4200 10/1/2011 - 4/4/2012

6000 10/1/2010 - 4/4/2011

6100 4/5/2011 - 9/30/2011

6200 10/1/2011 - 4/4/2012

DELIVERY INFORMATION

FOB: Destination

SHIP TO ADDRESS:

Mr. Timothy Kurylo, Mechanical Engineer
Code 631
NSWCCD-SSES
5101 S. 18th Street
Philadelphia, PA 19112-1403
Building 1000 2nd Floor
Phone: (215) 897-8768

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Christian R Adamoyurka, 635
5001 South Broad Street
Philadelphia, PA 19115
christian.adamoyurka@navy.mil
215-897-1591

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

ESTIMATED ITEM(S) ALLOTTED TO COST ALLOTTED TO FEE PERIOD OF PERFORMANCE

Incremental Funding in the amount of \$184,748.42 has been provided to date through modification -11.

CLIN 1000 - Allotted to Cost - \$143,867.68

CLIN 1000 - Allotted to Fee (7%) - \$10,070.74

CLIN 3000 - \$30,810.00

This will cover the cost of performance through 01 APR 2010.

(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 costs of

FUNDING PROFILE

INCREMENTAL FUNDING IN THE AMOUNT OF \$184,748.42 HAS BEEN PROVIDED FOR THIS TASK ORDER. APPLICABLE ACCOUNTING AND APPROPRIATION DATA IS CITED HEREIN. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of \$184,748.42 shall arise unless additional funds are made available and are incorporated as a modification to this task order.

CAR-G11 INVOICE INSTRUCTIONS (OCT 2006) (NSWCCD)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related

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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 following information regarding invoice routing is provided for completion of the invoice in WAWF:

WAWF Invoice Type	Cost Voucher
Issuing Office DODAAC	N65540
Admin DODAAC	S2206A
Inspector DODAAC (if applicable)	N65540
Acceptor DODAAC	N65540
LPO DODAAC (if applicable)	N/A
Pay DODAAC:	HQ0337
DCAA Auditor DODAAC (if applicable)	N/A

This is to be completed by the Government. 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:

christian.adamoyurka@navy.mil

(f) The contractor shall submit invoices for payment per contract terms and the government shall process invoices for payment per contract terms.

(g) 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) 227-1172.

(End of Clause)

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Accounting Data

SLINID	PR Number	Amount
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100001	72270559	30000.00
LLA :		
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 071635042091		

300001	72270590	20000.00
LLA :		
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 071635042091		

BASE Funding 50000.00
Cumulative Funding 50000.00

MOD 02

100002	83290688	140000.00
LLA :		
AB 1711711 6210 252 WAWGC 0 068342 2D 000000 231708000000 AA		
Standard Number: N0002408WX21951		

300002	83290708	10000.00
LLA :		
AB 1711711 6210 252 WAWGC 0 068342 2D 000000 231708000000 AA		
Standard Number: N0002408WX21951		

MOD 02 Funding 150000.00
Cumulative Funding 200000.00

MOD 05 Funding 0.00
Cumulative Funding 200000.00

MOD 06

100002	83290688	(130306.00)
LLA :		
AB 1711711 6210 252 WAWGC 0 068342 2D 000000 231708000000 AA		
Standard Number: N0002408WX21951		

300001	72270590	(8705.00)
LLA :		
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 071635042091		

300002	83290708	(10000.00)
LLA :		
AB 1711711 6210 252 WAWGC 0 068342 2D 000000 231708000000 AA		
Standard Number: N0002408WX21951		

MOD 06 Funding -149011.00
Cumulative Funding 50989.00

MOD 07

100002	83290688	3609.42
LLA :		
AB 1711711 6210 252 WAWGC 0 068342 2D 000000 231708000000 AA		
Standard Number: N0002408WX21951		

MOD 07 Funding 3609.42
Cumulative Funding 54598.42

MOD 08

100003	00703825	7000.00
LLA :		
AC 97X4930 NH1C 000 77777 0 000167 2F 000000 101631027001		

300003	00703825	3000.00
LLA :		
AC 97X4930 NH1C 000 77777 0 000167 2F 000000 101631027001		

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MOD 08 Funding 10000.00
Cumulative Funding 64598.42

MOD 09

100004 00744625 2635.00
LLA :
AD 97X4930 NH1C 000 77777 0 000167 2F 000000 101914100301

300004 00744625 865.00
LLA :
AD 97X4930 NH1C 000 77777 0 000167 2F 000000 101914100301

MOD 09 Funding 3500.00
Cumulative Funding 68098.42

MOD 10

100005 00900496 101000.00
LLA :
AE 97X4930 NH1C 000 77777 0 000167 2F 000000 101914100604

300005 00900496 15650.00
LLA :
AE 97X4930 NH1C 000 77777 0 000167 2F 000000 101914100604

MOD 10 Funding 116650.00
Cumulative Funding 184748.42

MOD 11 Funding 0.00
Cumulative Funding 184748.42

MOD 12 Funding 0.00
Cumulative Funding 184748.42

MOD 13 Funding 0.00
Cumulative Funding 184748.42

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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 on or before the base period expires; provided, that the Government gives the Contractor a preliminary written notice of its intent to exercise the option(s) at least thirty days before the task order expires. The preliminary notice does not commit the Government to an extension.

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

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

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Satisfactory	Satisfactory” overall. A minimum of “Satisfactory” ratings for all performance evaluation criteria.
Unsatisfactory	A rating of “Unsatisfactory” for one or more performance evaluation criteria.

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

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

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

(1) ToM: The ToM will provide ongoing performance monitoring, evaluate task performance based on the task order Performance Requirements Summary, prepare the evaluation report, including a recommended overall performance 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).

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TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

Criterion	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table(see SOW or elsewhere in the Task Order).	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per individual task order policy. Contractor ensures staff training remains current.
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.
	Contractor's management is	Contractor's management is	Contractor's management takes proactive approach in

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Responsiveness	unresponsive to government requests and concerns.	responsive to government requests and concerns.	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
CostManagement	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.
CostReporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	Reports are clear, accurate, and proactive. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

See Attachment 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

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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:

Mr. Ted Ptashkin

215-897-7596

theodore.ptashkin@navy.mil

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SECTION I CONTRACT CLAUSES

In accordance with the Basic Contract

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)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$_0__ .

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

Attachement I- CAR H-10 PERFORMANCE REQUIREMENTS SUMMARY TABLE (MAR 2006) (NSWCCD)