

DELIVERY ORDER				FINAL	
1. CONTRACT NO. N00178-05-D-4257		2. DELIVERY ORDER NO. FD02		3. EFFECTIVE DATE 06/30/2006	
4. PURCHASE REQUEST NO. N00167-06-NR-55315					
5. ISSUED BY NSWC, CARDEROCK DIVISION, MARYLAND Donna J Stride 3321 9500 MacArthur Blvd West Bethesda, MD 20817 donna.stride@navy.mil 301-227-5749 Ext.		CODE N00167		6. ADMINISTERED BY DCMA PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA, PA 19111-0427	
7. CONTRACTOR Cosmic Software Technology 14 Benedek Road Princeton, NJ 08540-2228		CODE 1UVD1		FACILITY	
		8. DELIVERY DATE See Section F			
		9. CLOSING DATE/TIME			
		SET ASIDE TYPE			
		10. MAIL INVOICES TO See Section G			
11. SHIP TO See Section D		12. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus, OH 43218-2266			
13. TYPE OF ORDER D X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.			
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.					
Cosmic Software Technology		Ranvir K. Sinha, President & CEO			
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE	
				DATE SIGNED	
14. ACCOUNTING AND APPROPRIATION DATA See Section G					
15. ITEM NO.		16. SCHEDULE OF SUPPLIES/SERVICES		17. QUANTITY ORDERED/ACCEPTED*	
See the Following Pages					
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		21. UNITED STATES OF AMERICA By: Catherine L Rowe 06/30/2006 CONTRACTING/ORDERING OFFICER			22. TOTAL
SECTION DESCRIPTION		SECTION DESCRIPTION			
B SUPPLIES OR SERVICES AND PRICES/COSTS		H SPECIAL CONTRACT REQUIREMENTS			
C DESCRIPTION/SPECS/WORK STATEMENT		I CONTRACT CLAUSES			
D PACKAGING AND MARKING		J LIST OF ATTACHMENTS			
E INSPECTION AND ACCEPTANCE					
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## SECTION B SUPPLIES OR SERVICES AND PRICES

### CLIN - SUPPLIES OR SERVICES

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
1000	Services for Administrative Support for the Survivability, Structures and Materials Department located at Naval Surface Warfare Center, Carderock Division, 9500 MacArthur Blvd. West Bethesda, MD 20817-5700. (TBD)	1.0 Lot \$		
100001	Incremental funding - OH -			

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### SECTION C DESCRIPTION AND SPECIFICATIONS

#### 1.0 TITLE

Technical Administrative Support for the Survivability, Structures and Materials Department at Naval Surface Warfare Center, Carderock Division

#### 2.0 BACKGROUND

The Survivability, Structures and Materials Department, Code 60 of the Naval Surface Warfare Center, Carderock Division (NSWCCD) requires technical administrative support. The Contractor shall provide personnel to support the technical administrative tasks of the Department.

#### 3.0 REQUIREMENTS

The Contractor shall provide four on-site nonpersonal administrative support with Department 60.

##### Place of Performance and Normal Working Hours

The Contractor shall complete work on-site at NSWCCD in West Bethesda, MD. The work schedule for the on-site Contractors is a 40-hour workweek consisting of five eight-hour days, 0800 – 1600 (Monday – Friday). Work schedule can be modified with written approval of the Task Order Manager (TOM).

#### 3.1 ROUTINE OFFICE PROCEDURES

(a) The Contractor shall have a working knowledge of Navy, Naval Sea Systems Command (NAVSEA), and NSWCCD regulations, instructions, processes and forms in order to complete the work identified in this Task Order.

(b) The Contractor shall have a working knowledge of the Department of Navy and NSWCCD labor and leave policies. The Contractor shall collect weekly timesheets from Government employees assigned to his/her oversight and submit their time and attendance, before deadline, using the Standard Labor Data Collection & Distribution Application (SLDCADA) system.

(c) The Contractor shall prepare various types of Government Department Of Defense (DOD) forms; obtain needed signatures and forward to appropriate Center or off-Center offices/agencies.

(d) The Contractor shall have a working knowledge and high degree of skill in applying various software applications such as Microsoft (MS) Word for word processing and preparing complex and detailed documents; MS Excel for creating spreadsheets, viewgraphs, charts, multiple column documents, and data entry; MS PowerPoint for creating and modifying presentations associated with technical and business operations; MS Outlook for creating, sending, receiving, and filing e-mails and for creating and managing tasks, calendars, and contacts; MS Internet Explorer or Netscape Navigator for accessing and utilizing the intranet and internet; Adobe Reader (Version 6.0 or higher) for opening, viewing, and completing forms in Portable Document Format (PDF); Adobe Acrobat (Version 5.0 or higher) for creating PDFs, saving completed forms in PDF; and MS Access for utilizing the financial system and creating and maintaining databases. The Contractor's working knowledge and high degree of skill shall be on the following versions or higher: Windows 2000 and Microsoft Office 2000 (Word, Excel, PowerPoint, Outlook, Access).

(e) The Contractor shall compile statistical data into spreadsheets, as needed.

(f) The Contractor shall attend on-site meetings/briefings in support of the work identified in this Task Order.

(g) The Contractor shall answer telephone calls, determine the nature of calls and, as needed, direct the caller through the proper channels.

(h) The Contractor shall greet visitors, determine the nature of the visit, and direct the visitor(s) to the appropriate person.

(i) The Contractor shall sort and distribute incoming Department/Division/Branch mail, as needed.

(j) The Contractor shall operate facsimile and copy machines and call-in maintenance/service requests for these machines, when required.

(k) The Contractor shall not have decision-making or signature authority for the Government.

#### (l) REPORT DATABASES

The Contractor shall have a working knowledge of databases in order to accurately create and maintain report databases and spreadsheets. The Contractor shall have a working knowledge of scanning documents (text and graphic) and Adobe Acrobat (Version 5.0 or higher) in order to create PDFs, convert electronic files/documents to PDF, and merge and compress PDFs.

#### (m) PERSONNEL RECORDS

The Contractor shall maintain the official Division personnel records/files for all employees. The Contractor shall update files whenever the personnel statuses of employees change. The Contractor shall maintain a spreadsheet of personnel names, titles, extensions, and locations for dissemination to employees.

#### (n) SUPPLIES

The Contractor shall maintain supply inventory list of general office supplies and, as needed, compile list of supplies needed by employees assigned to his/her oversight. The Contractor shall ensure that supplies are ordered and delivered in a timely manner.

#### (o) BULLETIN BOARD

The Contractor shall maintain the Division Bulletin Board, as needed.

### 3.2 CORRESPONDENCE

The Contractor shall prepare, distribute, and file unclassified correspondence. Examples of types of correspondence the Contractor can expect are: letters, technical reports, forms (i.e., visit requests, etc), memoranda, and first endorsements.

(a) The Contractor shall prepare correspondence In Accordance With (IAW) The Department of Navy Correspondence Manual and NSWCCD Instructions. The Contractor shall complete and print correspondence on the appropriate Government furnished forms, letterhead, or plain bond paper. The Contractor shall submit prepared documents to Government signature/approving authority for signature.

(b) The Contractor shall photocopy and save electronic copies to cd, disk, and/or electronic storage, as required.

(c) The Contractor shall prepare envelopes/packages and labels for outgoing correspondence, cds, etc., IAW the Department of the Navy and NSWCCD Instructions.

(d) The Contractor shall mail and/or electronically distribute signed/approved correspondence to the intended recipients, as required.

(e) The Contractor shall deliver, pickup, and distribute correspondence to the intended on-site recipients, as required.

(f) The Contractor shall have a working knowledge of the Center's Integrated Logistics Support Management Information System (ILSMIS) in order to prepare shipping requests for larger packages and express/overnight mail.

(g) The Contractor shall maintain accurate and retrievable hardcopy and electronic files of all completed correspondence in accordance with Navy filing instructions.

### 3.3 TRAVEL ORDERS AND TRAVEL CLAIMS

(a) The Contractor shall be familiar with Joint Travel Regulations (JTR), Government travel card usage, and SatoTravel reservation procedures required to enable the DOD civilians to travel to local and foreign destinations.

(b) The Contractor shall prepare local and foreign travel orders and travel claims (vouchers) and Invitational Travel Orders (for individuals and groups) from information provided by the Government using Government furnished forms and the Government's Corporate Travel System (CTS) and Defense Travel System (DTS). The Contractor shall deliver and pickup signed travel orders and claims at the NSWCCD Travel Office, as needed.

(c) The Contractor shall make travel reservations for the Division/Branch members, as required. When travel orders are created in CTS, the Contractor shall contact SatoTravel to make travel reservations. When travel orders are created in DTS, the Contractor shall make travel reservations on the DTS website.

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(d) The Contractor shall complete passport request forms and passport expedite memos, as needed, from information provided by the Government and provide prepared requests to Government signature/approving authority for signature.

(e) The Contractor shall assist the Division Head/Branch Head and engineers in obtaining per diem and travel cost estimates from SatoTravel for local and foreign travel trips.

(f) The Contractor shall prepare justification memos and itineraries as part of the foreign travel request process. He/she shall assist in staffing foreign travel request through the appropriate approving offices at the Carderock Division and Department 60 levels.

(g) Review all DTS orders and claims submitted by employees assigned to his/her oversight.

### 3.4 NAVAL MESSAGES

The Contractor shall have a working knowledge of accurately completing Naval Messages and Naval Message requirements. The Contractor shall prepare naval messages using Turboprep software (3.0a or higher). Examples of types of messages the Contractor can expect are: Foreign Area Clearances for Government personnel traveling overseas, Navy ship nominations, and Navy ship visits. The Contractor shall deliver accurately completed naval message to NSWCCD signature authority for signature and deliver to the onsite NSWCCD Communications Center for transmission.

### 3.5 FINANCIAL

The Contractor shall have a working knowledge of the Navy's financial system, including interfacing with the Corporate Data Base (CDB) and MS Access. The Contractor shall be familiar with budget schedules in order to meet mid-year and end of year deadlines as well as be able to monitor items, compile weekly and monthly status reports and prepare extensive financial documentation. Examples of the types of items the Contractor can expect to monitor are: funds acceptance, labor rejects, and expenditures.

The Contractor shall have a general knowledge of the Navy financial system, including recognizing Job Order Number (JON) structure and determining whether a JON is correct. The Contractor shall use the Corporate Data Base (CDB) for this function. The Contractor shall track overhead expenditures in order to meet mid-year and end of year deadlines.

The Contractor shall have a general knowledge of the Navy financial system, including interfacing with the Corporate Data Base (CDB).

### 3.6 DIVISION/BRANCH HEAD MANAGER SUPPORT

The Contractor shall provide the following:

- a. The Contractor shall use MS Powerpoint to create and update presentation viewgraphs for the Division/Branch Head depicting division organization, staffing, mission, etc.
- b. The Contractor shall assist in accurately maintaining a file system for the Division/Branch Head for incoming and outgoing mission-related and office administration correspondence, reports and viewgraphs.

### 3.7 MANAGER AND ENGINEER SUPPORT

- a. The Contractor shall assist Managers and engineers in conducting meetings and Program Review tasks such as reserving conference rooms, photocopying materials, preparing memos to Security, tracking arrival of visitors received in the NSWCCD Security Office, etc.

### 4.0 TRAVEL REQUIREMENTS

In general, travel is not required to perform the tasks under this Task Order. No air travel will be required.

### 5.0 GOVERNMENT FURNISHED EQUIPMENT (GFE) and INFORMATION (GFI)

(a) GFE: The Government will furnish office space, standard office equipment and tools for the assigned personnel.

(b) GFI: Upon request, the Government will furnish the assigned Contractors with pertinent documentation not available on the NSWCCD Intranet website or DOD websites. A few examples of types of information, the Contractor will need and are available on the NSWCCD Intranet website are:

·SECNAVINST 5216.5D, Department of the Navy Correspondence Manual

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·SECNAVINST 5210.11D, Department of the Navy File Maintenance Procedures and Standard Subject Identification Codes

·CARDEROCKDIVNOTE 5216, Correspondence Guidelines

#### 6.0 DELIVERABLE

A001 Monthly Status Report – The Contractor shall submit monthly progress reports. The report shall identify the following information for each Key Person and the Task Order as a whole: the number of labor hours used and amount expended during the reporting period, labor hours used to date, and amount spent to date. In addition, the progress report shall include a description of any problems encountered during the reporting period. Reports shall be delivered by the 10th of the month for the preceding calendar month. All reports shall be submitted in electronic format (MS Word, MS Excel, and/or PDF) and hard copy.  
Deliverable Distribution: TOM – 1 final copy and Code 63 TPOC – 1 final copy.

#### 7.0 SECURITY

All tasks under this TO will be unclassified.

#### 8.0 TASK ORDER MANAGER (TOM)

Victoria M. Schwaner, Code 6309

Naval Surface Warfare Center

Carderock Division

9500 MacArthur Blvd

West Bethesda, MD 20817-5700

victoria.schwaner@navy.mil

(301) 227-5217

#### 9.0 TECHNICAL POINTS OF CONTACT (TPOC)

Code 61 TPOC

Cynthia Stockhausen, Code 6109

Naval Surface Warfare Center

Carderock Division

9500 MacArthur Blvd

West Bethesda, MD 20817-5700

Cynthia.Stockhausen@navy.mil

Code 63 TPOC

Stephen Baylin, Code 634

Naval Surface Warfare Center

Carderock Division

9500 MacArthur Blvd

West Bethesda, MD 20817-5700

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## SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with the base contract.

Deliverable - Monthly Status Report: The monthly status reports shall be delivered to the TOM electronically and/or mailed to:

Mark for:

N00167

Victoria M. Schwaner, Code 6309

Naval Surface Warfare Center

Carderock Division

9500 MacArthur Blvd

West Bethesda, MD 20817-5700

victoria.schwaner@navy.mil

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## SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance at destination.



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## SECTION F DELIVERIES OR PERFORMANCE

52.211-8 TIME OF DELIVERY (JUN 1997)

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

ITEM NO.	QUANTITY	AFTER DATE OF TASK ORDER
1000	ALL	5 years after effective date of Task Order

(End of clause)

### DELIVERY INFORMATION

#### SHIP TO ADDRESS:

Victoria M. Schwaner, Code 6309

Naval Surface Warfare Center

Carderock Division

9500 MacArthur Blvd

West Bethesda, MD 20817-5700

victoria.schwaner@navy.mil

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## SECTION G CONTRACT ADMINISTRATION DATA

### Accounting Data

SLINID	PR Number	Amount
100001	61597690	300000.00
LLA :		
AA 97X4930.NH1C 000 77777 0 000167 2F 000000 992674002061		

Task Order Manager  
Victoria M. Schwaner, Code 6309

Naval Surface Warfare Center

Carderock Division

9500 MacArthur Blvd

West Bethesda, MD 20817-5700

victoria.schwaner@navy.mil

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

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

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

cognizant Defense Contract Audit Agency (DCAA) to be provided at award unless task orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order.

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

Task Order Manager (TOM)	Accounting Office
NSWC, Carderock Division	NSWC, Carderock Division
9500 MacArthur Boulevard	Code 3131
West Bethesda, MD 20817-5700	9500 MacArthur Boulevard
	West Bethesda, MD 20817-5700

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

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(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:

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
100001			29 June 2011

(To be provided at the task order level)

(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

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CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs 100001 is 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.

(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 8320 41600 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 \_\_\_\_ (to be identified at the task order level) 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 40 hours. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee Reduction = Fee (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

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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 overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an overrun 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) Deleted per Amendment 0001

(k) 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)

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### CAR-H07 Prospective Fee Amount Reduction Incentive Plan (APR 2004) (NSWCCD)

(a) Introduction: The contractor's performance on task orders issued under this contract will be evaluated by the Government as described in this contract clause. The first evaluation will cover the period ending twelve months after date of contract award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under all task orders. For each twelve-month period, the Government will evaluate the contractor's performance under each individual task order. The evaluation will encompass all work performed by the contractor at any time during the twelve-month period but will not include cumulative information from prior reports. However, at the discretion of the Contracting Officer, the evaluation may be waived for any individual task order where the work performed by the contractor during the twelve-month period is less than 90 days. Based on the evaluation results for each task order, the Contracting Officer will assign an overall performance rating to the individual task order in accordance with paragraph (b) of this clause. If the Contracting Officer assigns an "Unsatisfactory" performance rating to a task order for the period evaluated, the Contracting Officer will take unilateral action to provide for a fee reduction for that task order covering the performance period evaluated.

(b) Performance Ratings: The Government will evaluate the contractor's performance of the Statement of Work for each task order, and the Contracting Officer 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

Overall Performance Rating	Standard
Excellent	"Excellent" ratings for all performance

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	evaluation criteria.
Very Good	A combination of “Excellent” and “Satisfactory” ratings determined by the Contracting Officer to exceed Satisfactory” overall.
Satisfactory	A minimum of “Satisfactory” ratings for all performance evaluation criteria.
Unsatisfactory	A rating of “Unsatisfactory” for one or more performance evaluation criteria.

(c) Incentive Objectives. The purpose of including a prospective fee amount reduction incentive in this contract is to ensure that the Government receives at least “Satisfactory” overall performance under each task order.

(d) Performance Evaluation Criteria. The contractor’s performance under each task order will be evaluated using the criteria and standards provided for each objective, and identified in Tables 2 through 4 of this contract clause.

(e) Organization. The performance evaluation organization consists of the Contracting Officer , who will serve as the Incentive Determining Official, and the Contracting Officer’s Representative (COR) (the COR is replaced by a Task Order Manager (ToM) for SeaPort-e task orders). In some instances, a Technical Point of Contact (TPOC) will be assigned to the contract or task order in lieu of a COR/ToM .

(1) Contracting Officer: The Contracting Officer is responsible for properly administering the performance evaluation process, maintaining the official performance evaluation file, and making incentive determinations.

(2) COR: The COR maintains the written records of the contractor’s performance so that a fair and accurate evaluation is obtained. The COR coordinates and compiles the evaluation reports. In the case of a SeaPort-e task order, in lieu of a COR, a Task Order Manager (ToM) will maintain the records and coordinate/compile the evaluation reports.

(3) Technical Points of Contact (TPOCs). When assigned, the TPOC will provide ongoing performance monitoring, evaluate task performance based on the task order SOWs and assist in the preparation of the evaluation report .

(f) Evaluation Schedule. Each performance evaluation period will be 12 months in

length. The Government will evaluate all work performed by the contractor at any time during the twelve-month period unless waived by the Contracting Officer in accordance with paragraph (a) of this clause. Following each evaluation period, the Contracting Officer (or Contract Negotiator if so designated by the Contracting Officer and the COR/TPOC/ToM, as appropriate, will hold a meeting with the contractor’s Senior Technical Representative to review performance under the task order, 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 Review of the Evaluation Report and Self-Evaluation. The Contracting Officer will provide the evaluation report to the contractor as soon as practicable after completion of the evaluation. Contractors shall be given a minimum of 15 calendar days to submit comments, rebut statements, or provide additional information. The contractor may also submit a Self-Evaluation Report for consideration. The report must include an overall performance rating for the contract or 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) Incentive Determination. The Contracting Officer will make an incentive determination for each task order at the end of each evaluation period. The determination will be based upon the COR’s/TPOC’s/ToM’s recommendations, the contractor’s comments including any Self-Evaluation Report, and any other information deemed relevant by the Contracting Officer. The Contracting Officer shall resolve disagreements between the COR’s/TPOC’s/ToM’S recommendations and the contractor’s comments/report regarding the evaluation. The Contracting Officer’s incentive determination is unilateral and final. The Contracting Officer will document the determination and provide a copy to the contractor.

(i) This performance evaluation does not replace any other requirement for evaluating contractor

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performance that may be required by this contract or task order such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE) report in the case of a SeaPort-e task order.

**TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS**

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

**TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS**

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Cost Management	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
Cost Reporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	Reports are clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

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(End of Clause)

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## SECTION I CONTRACT CLAUSES

Clause no. 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991) under the base contract applies to this task order.

### CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

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

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

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

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

(1) assign additional work under the task order;

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

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

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

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

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

(End of Clause)



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## SECTION J LIST OF ATTACHMENTS

Performance Requirements

Performance Evaluation

