

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 12	3. EFFECTIVE DATE 12-Jan-2009	4. REQUISITION/PURCHASE REQ. NO. N00024-09-MR-56021		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY Naval Sea Systems Command (NAVSEA) BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD DC 20376-2040 Brendan.Kittredge@navy.mil 202-781-2061	CODE N00024	7. ADMINISTERED BY (If other than Item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) CACI Technologies, Inc. 14151 Park Meadow Drive Chantilly VA 20151	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4026-EH04
	10B. DATED (SEE ITEM 13) 04-Dec-2007
CAGE CODE 8D014	FACILITY CODE 057364507

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)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael J Taylor, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Michael J Taylor (Signature of Contracting Officer)	16C. DATE SIGNED 12-Jan-2009
(Signature of person authorized to sign)			

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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
1001	Task Area 1: Naval Shipyard Training and Education Program (NSTEP)				██████████
1001AA	Task Area 1: NSTEP Initiatives. (TBD)		██████████	██████████	██████████
1001AB	Task Area 1: NSTEP Initiatives (O&MN,N)	1.0 Lot	██████████	██████████	██████████
1001AC	Task Area 1: NSTEP Initiatives. (O&MN,N)	1.0 Lot	██████████	██████████	██████████
1001AD	Task Area 1: Naval Shipyard Project Management College (O&MN) (O&MN,N)	1.0 LH	██████████	██████████	██████████
1002	Task Area 2: Naval Shipyard Project Management College Program.				██████████
1002AA	Task Area 2: Naval Shipyard Project Management College (PMC) Program. (TBD)	1.0 Lot	██████████	██████████	██████████
1002AB	Task Area 2: Naval Shipyard Project Management College (O&MN,N)	1.0 Lot	██████████	██████████	██████████
1002AC	Task Area 2: Naval Shipyard Project Management College (SCN)	1.0 Lot	██████████	██████████	██████████
1002AD	Task Area 2: Naval Shipyard Project	1.0 Lot	██████████	██████████	██████████

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Management
College. (O&MN,N)

1002AE	Task Area 2: Naval Shipyard Project Management College. (O&MN,N)	1.0 Lot	██████████	██████████	██████████
1003	Task Area 3: Naval Ship Maintenance Community Workforce and Team Development.				██████████
1003AA	Task Area 3: Naval Ship Maintenance Community Workforce and Team Development. (TBD) Option	1.0 Lot	██████████	██████████	██████████
1003AB	Task Area 3: Naval Ship Maintenance Community. (O&MN,N)	1.0 Lot	██████████	██████████	██████████
1003AC	Task Area 3: Naval Ship Maintenance Community. (SCN)	1.0 Lot	██████████	██████████	██████████
1003AD	Task Area 3: Naval Ship Maintenance Community. (O&MN,N)	1.0 Lot	██████████	██████████	██████████
1003AE	Task Area 3: Naval Ship Maintenance Community. (O&MN,N)	1.0 Lot	██████████	██████████	██████████

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
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3001			██████████
3001AA	Other Direct Costs in support of SLIN 1001AA. (O&MN,N)		██████████
3001AB	Other Direct Costs in support of SLIN 1001AB. (O&MN,N)	1.0 Lot	██████████

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3001AC	Other Direct Cost in support of SLIN 1001AC. (O&MN,N)	1.0 Lot	██████████
3001AD	Other Direct Cost in support of SLIN 1001AD. (O&MN) (O&MN,N)	1.0 Lot	██████████
3002			██████████
3002AA	Other Direct Costs in support of SLIN 1002AA (O&MN,N)	██████████	██████████
3002AB	Other Direct Cost in support of SLIN 1002AB. (O&MN,N)	1.0 Lot	██████████
3002AC	Other Direct Cost in support of SLIN 1003AC. (SCN)	1.0 Lot	██████████
3002AE	Other Direct Cost in support of SLIN 1002AE. (O&MN,N)	1.0 Lot	██████████
3003			██████████
3003AA	Other Direct Costs in support of SLIN 1003AA. (O&MN,N)	██████████	██████████
3003AB	Other Direct Cost in support of SLIN 1003AB. (O&MN,N)	1.0 Lot	██████████
3003AC	Other Direct Cost in support of SLIN 1003AC. (SCN)	1.0 Lot	██████████
3003AD	Other Direct Costs in support of SLIN 1003AD. (O&MN,N)	1.0 Lot	██████████
3003AE	Other Direct Costs in support of SLIN 1003AE. (O&MN,N)	1.0 Lot	██████████

For Cost Type Items:

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

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4001	Task Area 1: Naval Shipyard Training and Education Program (NSTEP).				
4001AA	Task Area 1: Naval Shipyard Training and Education Program (NSTEP). (TBD) Option	1.0 Lot	\$ [REDACTED]	[REDACTED]	[REDACTED]
4001AB	Task Area 1: Naval Shipyard Training and Education Program (NSTEP). (O&MN,N)	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
4001AC	Task Area 1: Naval Shipyard Training and Education Program (NSTEP). (O&MN,N)	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
4002	Task Area 2: Naval Shipyard Project Management College (PMC) Program.				[REDACTED]
4002AA	Task Area 2: Naval Shipyard Project Management College (PMC) Program. (TBD) Option	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
4002AB	Task Area 2: Naval Shipyard Project Management College (PMC) Program. (O&MN,N)	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
4003	Task Area 3: Naval Ship Maintenance Community Workforce and Team Development.				[REDACTED]
4003AA	Task Area 3: Naval Ship Maintenance Community Workforce and Team Development. (TBD) Option	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
4003AB	Task Area 3:	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]

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	Naval Ship Maintenance Community Workforce and Team Development. (O&MN,N)			
4101	Task Area 1: Naval Shipyard Training and Education Program (NSTEP)			██████████
4101AA	Task Area 1: Naval Shipyard Training and Education Program (NSTEP) (TBD) Option	1.0 Lot	██████████	██████████
4102	Task Area 2: Naval Shipyard Project Management College (PMC) Program.			██████████
4102AA	Task Area 2: Naval Shipyard Project Management College (PMC) Program. (TBD) Option	1.0 Lot	██████████	██████████
4103	Task Area 3: Naval Ship Maintenance Community Workforce and Team Development.			██████████
4103AA	Task Area 3: Naval Ship Maintenance Community Workforce and Team Development. (TBD) Option	1.0 Lot	██████████	██████████
4201	Task Area 1: Naval Shipyard Training and Education Program (NSTEP)			██████████
4201AA	Task Area 1: Naval Shipyard Training and Education Program (NSTEP) (TBD) Option	1.0 Lot	██████████	██████████
4202	Task Area 2:			██████████

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Naval Shipyard
Project
Management
College (PMC)
Program.

4202AA	Task Area 2: Naval Shipyard Project Management College (PMC) Program. (TBD) Option	1.0 Lot	██████████	██████████	██████████
4203	Task Area 3: Naval Ship Maintenance Community Workforce and Team Development.				██████████
4203AA	Task Area 3: Naval Ship Maintenance Community Workforce and Team Development. (TBD) Option	1.0 Lot	██████████	██████████	██████████
4301	Task Area 1: Naval Shipyard Training and Education Program (NSTEP)				██████████
4301AA	Task Area 1: Naval Shipyard Training and Education Program (NSTEP) (TBD) Option	1.0 Lot	██████████	██████████	██████████
4302	Task Area 2: Naval Shipyard Project Management College (PMC) Program.				██████████
4302AA	Task Area 2: Naval Shipyard Project Management College (PMC) Program. (TBD) Option	1.0 Lot	██████████	██████████	██████████
4303	Task Area 3: Naval Ship Maintenance Community Workforce and Team Development				██████████

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4303AA Task Area 3: 1.0 Lot [REDACTED] [REDACTED] [REDACTED]
 Naval Ship
 Maintenance
 Community
 Workforce and
 Team Development
 (TBD)
 Option

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6001			[REDACTED]
6001AA Other Direct Costs in support of SLIN 4001AA (TBD) Option	1.0 Lot		[REDACTED]
6001AB ODCs in Support of SLIN 4001AB (O&MN,N)	1.0 Lot		[REDACTED]
6001AC ODCs in Support of SLIN 4001AC (O&MN,N)	1.0 Lot		[REDACTED]
6002			[REDACTED]
6002AA Other Direct Costs in support of SLIN 4002AA (O&MN,N)	1.0 Lot		[REDACTED]
6002AB ODCs in Support of SLIN 4002AB (O&MN,N)	1.0 Lot		[REDACTED]
6003			[REDACTED]
6003AA Other Direct Costs in support of SLIN 4003AA (TBD) Option	1.0 Lot		[REDACTED]
6003AB ODCs in Support of SLIN 4003AB (O&MN,N)	1.0 Lot		[REDACTED]
6101			[REDACTED]
6101AA Other Direct Costs in support of SLIN 4101AA (TBD) Option	1.0 Lot		[REDACTED]
6102			[REDACTED]
6102AA Other Direct	1.0 Lot		[REDACTED]

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	Costs in support of SLIN 4102AA (TBD) Option		
6103			██████████
6103AA	Other Direct Costs in support of SLIN 4103AA (TBD) Option	1.0 Lot	██████████
6201			██████████
6201AA	Other Direct Costs in support of SLIN 4201AA (TBD) Option	1.0 Lot	██████████
6202			██████████
6202AA	Other Direct Costs in support of SLIN 4202AA (TBD) Option	1.0 Lot	██████████
6203			██████████
6203AA	Other Direct Costs in support of SLIN 4203AA (TBD) Option	1.0 Lot	██████████
6301			██████████
6301AA	Other Direct Costs in support of SLIN 4301AA (TBD) Option	1.0 Lot	██████████
6302			██████████
6302AA	Other Direct Costs in support of SLIN 4302AA (TBD) Option	1.0 Lot	██████████
6303			██████████
6303AA	Other Direct Costs in support of SLIN 4303AA (TBD) Option	1.0 Lot	██████████

NOTE A: Option Items - Option SLINs (4001AA, 4002AA, 4003AA, 6001AA, 6002AA and 6003AA) to which the option clause in

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SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

Note B: Award Term Items - Award Term SLINs (4101AA, 4102AA, 4103AA, 4201AA, 4202AA, 4203AA, 4301AA, 4302AA, 4303AA, 6101AA, 6102AA, 6103AA, 6201AA, 6202AA, 6203AA, 6301AA, 6302AA and 6303AA are designated Award Term line items. Award Terms to which the clause in Section J applies and which is to be supplied only if and to the extent that an award term is earned and retained in accordance with the Award Term Clause and Plan in this task order.

Note C: A "Lot" is defined as the amount of effort required to perform the Statement of Work requirements within the allotted timeframe of the SLIN.

CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

This entire delivery order is cost type.

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 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)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PROVIDE PROFESSIONAL WORKFORCE AND INTEGRATED PROJECT TEAM DEVELOPMENT (IPTD), CONSULTING, AND LOGISTICS SERVICES IN SUPPORT OF NAVSEA04X AND NAVAL SHIPYARD TRAINING AND EDUCATION PROGRAM (NSTEP), RELATED RESOURCE AND WORKFORCE COMPETENCY DEVELOPMENT PROGRAMS, AND NAVAL SHIPYARD TRANSFORMATION INITIATIVES.

INTRODUCTION:

The NAVSEA04/04X strategic plans focus on business strategies and objectives to improve Industrial Operations Management processes, work force excellence and customer focus. This includes Naval Ship Maintenance Community waterfront project team performance, work force competencies, and responsiveness to Fleet maintenance and modernization requirements. These strategies and objectives serve as the framework for plans and strategies within and across each of the naval shipyards and the One Nuclear Shipyard community. These plans establish the short and long term goals of revitalizing the workforce, increasing customer focus, reducing total costs, exercising safety and environmental leadership, improving business processes, and strengthening quality, technical excellence and ensure the preservation of the Navy's assured source of repair of its naval combatants well into the future.

SCOPE:

NAVSEA04 and the Naval Shipyards/Naval Ship Maintenance Community require assistance from a contractor with the requisite technical qualifications, personnel, management experience and corporate capability to provide non-personal advisory and expert assistance services.

The contractor shall provide the necessary management, technical and administrative personnel, materials, office equipment (including office automation equipment and software), consumable supplies and facilities, as applicable to meet the requirements of this Task Order and to support this contract.

Support required under this contract encompasses the following:

- Delivering blended technical, professional and leadership workforce and competency development programs and solutions, along with their associated assessments, requirements analysis, studies, surveys, knowledge sharing seminars/activities, analyses and evaluations;
- Providing program management, learning system/content management, technical and professional business process consulting support; and implementing specific education and training performance improvement initiatives in support of NAVSEA04 and the Naval Shipyards.

OVERVIEW OF TASKING:

Proposed program and related efforts consists of **three task areas**:

Task Area 1: Support for Naval Shipyard Training and Education Program (NSTEP) Initiatives which may include workforce development, competency alignment, facilitation, process and performance improvement, and organizational consulting services necessary to tie work force development to business process and performance. It also includes tiered supervisory and management development including the One Nuclear Shipyard Senior Management Workshop and other workforce development efforts that are intended primarily for Naval Shipyard Personnel.

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Task Area 2: The Naval Shipyard Project Management College (PMC) Program. This includes all Integrated Project Team Development (IPTD) sessions conducted to support availabilities in which a Naval Shipyard is the Lead Maintenance Activity or the Naval Supervising Authority. It may also include project management process, system and professional development learning solutions necessary to increase industrial operations and waterfront project management competency and improve team and individual performance.

Task Area 3: Naval Ship Maintenance Community Workforce and Team Development, which includes IPTD sessions and similar workforce development efforts for Naval Ship Maintenance Community organizations outside of the Naval Shipyards, such as: Ship Repair Facilities (SRF); the Supervisors of Ship Building; Fleet Regional Maintenance Centers (RMC); and the two private nuclear shipyards (NGNN/GDEB).

DETAILED DESCRIPTION OF EACH TASK AREA:

Task Area 1: Naval Shipyard Training and Education Program (NSTEP) Support

NAVSEA04 wishes to improve business performance through work force excellence and competency by coordinating management of Naval Shipyard training efforts. The objectives of such actions will be to increase individual effectiveness, learning solution quality, and reduce overall program costs. In pursuit of this objective, NAVSEA04 will be undertaking a number of training and education transformation initiatives and will require the contractor to provide consulting, facilitation and implementation support for initiatives focused on improving the business processes, learning methods and approach to the way the Naval Shipyards administer, analyze, plan, design, develop, implement, execute and govern/sustain their training programs to achieve personnel competency/proficiency, costs savings and improved quality and methods of instruction. NAVSEA will work with the contractor to determine the specific support needed to assist with these initiatives.

Support for the NSTEP will include program infrastructure consulting; process administration; organizational and technical implementation; and the governance necessary to evolve to the new program construct and achieve program efficiencies. Components of this area include Civilian Leadership Development programs and associated courses as well as integrating the Industrial Operations Competency Aligned Organization initiative with the NSTEP Workforce Training and Development Pyramid. Specific tasking and deliverables will be issues by delivery order as progress and requirements dictate.

Representative Task:

One Nuclear Shipyard Senior Management Workshop; This workshop will be conducted two times a year in the vicinity of Washington DC. The objective of the workshop will be to better prepare senior shipyard managers (GS-14 and GS-15) for senior positions within the Naval Shipyard, including Department Head and Project Superintendent. The workshop will be designed to support corporate as well as national strategic initiatives. Each course will last approximately eight days and have approximately 20 students.

Task Area 2: Naval Shipyard Project Management College (PMC) Program

The principle focus of this Program is to increase the competency of the Naval Shipyard work force assigned to positions with roles and responsibilities critical to availability planning and waterfront project team execution success.

Project team personnel continuously rotate and assume new positions throughout their careers. Through the PMC they will receive ongoing technical, professional and team training on the intricacies of managing large scale industrial complex projects that focus on both planned and emergent nuclear and non -nuclear

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ship repair availabilities. In alignment with the NSTEP Development Pyramid, the PMC Program will include three primary program areas: 1) Project Management Systems and Process Training; 2) Project Management Professional Training; and 3) Integrated Project Team Development Training (IPTD -- for Aircraft Carriers, Submarines and Surface Ships)

Each of these program areas are designed to achieve both corporate competency alignment at a high -level with the waterfront execution program area of responsibility and platform specific community alignment as outlined by: a Naval Shipyard appointed Management Board; the corresponding "Team 1" organization Executive Steering Committee; and the Fleet customer and ship 's force "user" communities. Oversight of each of these program areas is the responsibility of designated NAVSEA Program Manager/Sponsors (Dean), Naval Shipyard platform program managers/leaders, and associated community subject matter experts (SME's) or process owners/masters.

In order to be considered successful, the PMC Program must continue to deliver an integrated high -level professional curriculum that simultaneously satisfies the immediate and long -range needs of the industrial operations base and naval ship maintenance community. The contractor's familiarity with the community and continuous support of strategic initiatives is essential. Contractor and shipyard personnel will partner in the development, delivery and improvement of the Program products/sessions.

The PMC Program of the future will integrate systems, processes, formal education and integrated project team development to provide a depth and breadth of competency within the naval shipyard operations area of responsibility. Training will be aligned with industry best practices and incorporate NAVSEA/NSY business model specific content. The ability to award Professional Development Units (PDU 's) will be considered essential.

The actual number of delivered IPTD sessions, duration of each session, and the associated delivery schedule of IPTD sessions and other learning solutions/courses is subject to change based on the dynamics of shipyard, ship and project team availability, along with the associated budget and scheduling process.

The contractor will work closely with designated Government officials to create and maintain a delivery schedule that is based upon the delivery criteria specified by the NSTEP Management Board. In order to support ongoing maintenance initiatives and avoid undue disruption to current professional development services to the fleet, the contractor must be able to begin delivery of IPTD sessions defined by the above criteria within one month of contract award.

Representative Tasks:

Aircraft Carrier Team Integrated Project Team Development (IPTD) : An Aircraft Carrier Integrated Project Team Development solution will be delivered for each project team responsible for a major Aircraft Carrier availability (including Programmed Incremental Availabilities and Docking Programmed Incremental Availabilities) where the Naval Shipyard is the Naval Supervising Authority (NSA) or the Lead Maintenance Activity (LMA). The goal of Aircraft Carrier Team Integrated Project Team Development is to improve project team performance and promote the initiatives and strategic objectives of NAVSEA and key stakeholders.

The Aircraft Carrier IPTD solution will be delivered in three phases (STEPS), with each step focusing on the needs of the project team during the portion of the project planning lifecycle in which the step is conducted.

The STEP I IPTD session will be delivered approximately 10 months prior to the start of the availability, last approximately nine days, and include approximately 50 participants. To maximize the

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effectiveness of the time the project team is taken off line, promote team building and to allow for longer working hours, this session will be “residential”. Where practicable, two Aircraft Carrier Availability Project Teams will go through a joint STEP I session in order to promote knowledge sharing between the two teams and to reduce costs. A STEP I -S (supplemental) session may be conducted if, due to schedule constraints, key members of Ship’s Force cannot attend the STEP I session. The STEP I-S will last approximately 2 days and include approximately 40 participants. The focus of the STEP I-S will be to facilitate knowledge sharing, and discuss key availability issues, between Ship’s Force and other key project team stakeholders.

The STEP II IPTD session will be delivered approximately 4 months prior to the start of the availability, last approximately 5 days, and include approximately 75 participants. There will be a separate STEP II session for each project team to allow the session’s content and schedule to be tailored to meet that team’s specific needs.

The STEP III IPTD session will be delivered within one month of the start of the availability, will last approximately three days, and include approximately 175 participants. This will be a non -residential session, and there will be a separate STEP III session for each project team.

When requested/directed by the Program Manager/Dean, a STEP IV session will be conducted for project teams responsible for conducting Docking Programmed Incremental Availabilities. This one day session will be conducted during availability execution, as determined the availabilities Project Superintendent, and will include approximately 75 participants.

Submarine IPTD: A Submarine Integrated Project Team Development solution will be delivered for each project team responsible for a major submarine availability (including Engineered Refueling Overhauls, Depot Modernization Periods, Extended Overhauls, SSGN Conversions, and Refueling Overhauls) where the Naval Shipyard is the Naval Supervising Authority (NSA) or the Lead Maintenance Activity (LMA). The goal of the Submarine Team Integrated Project Team Development is to improve project team performance and promote the initiatives and strategic objectives of NAVSEA and key stakeholders.

The submarine IPTD solution will be delivered in three phases (STEPs), with each step focusing on the needs of the project team during the portion of the project planning lifecycle in which the step is conducted.

The STEP I IPTD session will be delivered approximately five to nine months prior to the start of the availability, last approximately five days, and include approximately 36 participants. This session will normally be residential. Where practicable, two Submarine Availability Project Teams will go through a joint STEP I IPTD session in order to promote knowledge sharing between the two teams and to reduce costs.

The STEP II IPTD session will be delivered approximately one to two months prior to the start of the availability, last approximately 4 days, and include approximately 32 participants. The STEP II session will be “non-residential”. There will be a separate STEP II session for each project team to

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allow the session's content and schedule to be tailored to meet that team's specific needs.

The STEP III IPTD session will be delivered within one month of the start of the availability, will last approximately one day, and include approximately 55 participants. This will be a non-residential session, and there will be a separate STEP III session for each project team.

When requested/directed by the Program Manager/Dean, a specially designed STEP session will be conducted for submarine availability project teams that face unusual tasking or execution challenges. The duration and the number of participants for these STEP sessions will be tailored to meet the objectives stated by the Project Superintendent or IPTD Dean.

Large-Deck Amphibious IPTD: A Large-Deck Amphibious (L-Ship) Team Integrated Project Team Development session may be delivered for each project team responsible for a major L-Ship availability (including Phased Maintenance Availabilities) where the Naval Shipyard is the Naval Supervising Authority (NSA) or the Lead Maintenance Activity (LMA). The goal of the L-Ship Team Integrated Project Team Development sessions is to improve project team performance and promote the initiatives and strategic objectives of NAVSEA and key stakeholders. The session will be delivered approximately two months prior to the start of the availability, last for five days, include approximately 40 participants, and is residential.

Task Area 3: Naval Ship Maintenance Community Workforce and Team Development

To support NAVSEA and Fleet Corporate Strategies and improve Regionalized Naval Ship Maintenance across the Naval Ship Maintenance community, additional professional development efforts similar to the Integrated Project Team Development Program (IPTD) may be needed for other Naval Ship Maintenance Organizations. The goal of these professional development efforts is to facilitate alignment with strategic goals, and support platform community alignment as outlined by "Team 1" Executive Steering Committees, Fleet sponsors and ships force "user" communities. In addition, these efforts will be used to improve inter/intra-organizational communication and interaction, facilitate process improvement, promote knowledge sharing, and provide other training and education that will improve the quality and cost effectiveness of Naval Ship Maintenance.

The work of this task is similar to Task Area 2 above, expanded to the "One Nuclear Shipyard" maintenance community. Taskings will be determined on a case basis.

GENERAL TASK REQUIREMENTS FOR ALL TASK AREAS:

1. This contract involves periodic exposure to classified materials up to and including the SECRET level, and access to secure work areas. It is the responsibility of the Contractor to ensure all of their personnel assigned to carry out this task order, has the required security clearance.
2. The contractor shall use MS Office products to generate electronic documents, spreadsheets, and presentations unless otherwise determined and agreed to.

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3. Provide management support for the each task along with strategic planning consultation and facilitation including:

Evaluate issues and provide recommendations related to shipyard, and ship, submarine, information system, or weapon system cost, schedule, and performance with regards to Naval Ship Maintenance.

Gather information, identify issues and provide recommendations and draft documentation to achieve overall goals for strategic planning.

Provide programming, planning and budgeting management.

Analyze, evaluate and provide recommendations for the planning, development, monitoring and execution of the program and all sub-program areas.

Facilitate administration, design and governance processes, special advisory boards, offsite working sessions, working groups, audit teams etc.

Analyze, evaluate and prepare program briefs, reports and correspondence.

Review, analyze and provide recommendations to utilize new initiatives and best practices to improve areas within program and project management.

Prepare and maintain program documentation.

Conduct cost/performance trade off studies with regards to conducting workforce and competency development programs.

Provide program support for reviews, conferences, briefings and other meetings.

Conduct surveys and analyze results.

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Review, track, and evaluate contract deliverables.

Review, assess and monitor Naval Ship Maintenance initiatives and recommend workforce development efforts that may assist in the implementation of these initiatives.

4. Provide administrative, financial, logistic and technical support necessary to execute each task, scheduled sessions, and other requisite workforce development courses / solutions during this performance period, including:

Perform, review and/or analyze feasibility, rough order of magnitude, and concept studies on alternative workforce development strategies and delivery methods.

Make recommendations concerning how to utilize the PMC Program and Integrated Project Team Development to address technical, performance, producibility, life cycle, risk, ROI, and other issues affecting Naval Ship Maintenance.

Facilitate offsite working sessions, working groups, etc. as required to determine program focus, strategies, and operational and tactical execution related efforts.

Provide recommendations and initiatives for Naval Shipyard Training and Education Program to reduce overall costs, including but not limited to Business Case Analysis, cost benefit analysis, blended / e - learning solutions.

Develop performance measurements/metrics with respect to the execution of all related efforts.

Provide subject matter technical expertise for meetings, presentations, inquiries and action item resolution.

Prepare risk assessments, analyses, studies, recommendations, documents and updates to documents associated with the program to ensure configuration management and consistency.

Analyze and provide recommendations for training administration, documentation and information management.

Provide consulting and instruction to selected Government Subject Matter Experts on curriculum development, production of training materials, and delivery of instruction.

Coordinate with Government Subject Matter Experts to design, develop, and produce all student and instructor materials necessary for executing program courses of instruction, team sessions and related efforts.

Plan, coordinate, and provide all logistic requirements required for carrying out the program and related efforts, including arrangement of facilities, supporting student materials, reference materials, and instructional equipment.

Prepare briefing materials/issue papers/point papers/adhoc reports needed to support the program.

Develop/prepare and review future year program plans.

Provide program analysis and evaluation reports in support of the Navy programming process.

Analyze information in program planning documents and processes.

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Draft spreadsheets, reports, and conduct analysis for short and long -range planning requirements.

Assist in the preparation of and provide recommendations to justify and defend budgets during all required annual and periodic budget submissions.

5. Develop and maintain an executive summary brief of the program in collaboration with the NSTEP Management Board responsible for this program 's oversight. This brief will be developed with inputs from the Program Manager, the management board and Dean 's.

6. Conduct monthly oversight conference calls with each program area as necessary to support successful program administration, execution and governance.

7. Conduct periodic visits to NAVSEA HQ, Naval Shipyards, Management Board members, Deans, instructors, corporate offices and project teams as necessary to support client needs, conduct interviews and offer consulting assistance in conjunction with program business and course execution.

8. With the support of the naval ship maintenance community process masters / subject matter experts, and direction from the management board, assist with the design, incorporation and delivery of materials or modules of instruction that may arise from participant feedback, lessons learned, changing environmental needs or success criteria, outcomes of individual curricula reviews and the suggestions of the management board. This may include migration to electronic media and learning solution and content management.

9. As appropriate to each program area, design and implement evaluation activities to determine the degree to which the Program meets its stated objectives and the expressed needs of the program area.

10. The government will provide guidance, personnel, points of contact, and the necessary inputs to course material, execution and strategic initiatives (within 5 working days of a request) in order to execute this statement of work.

11. A NSTEP Management Board executive planning meeting will be conducted annually to review program direction, future year schedule and session objectives, design, and content applicability. The contractor is responsible for facilitating this event, including arrangement of facilities, advanced reading materials, coordinating the agenda, and assisting Government representatives in preparing briefs and reviews associated with the delivery of this task order.

12. The contractor will provide consulting services and implementation support for NAVSEA transformation initiatives as directed by the Program Manager.

DELIVERABLES:

D1 Development, Coordination and Delivery of the One Nuclear Shipyard Senior Management Workshop.

D2 Development, Coordination and Delivery of the Submarine IPTD STEPs. (Task Areas 2 and 3 only)

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D3 Development, Coordination and Delivery of the Aircraft Carrier IPTD STEPs. (Task Areas 2 and 3 only)

D4 Development, Coordination and Delivery of the Large Deck Amphibious IPTD STEPs. (Task Areas 2 and 3 only)

D5 Conduct quarterly Program Reviews with NSTEP Program Manager and Management Board members or as required.

D6 Conduct monthly oversight conference calls with the Program area managers.

D7 Provide a monthly status reports to the COTR, Program Manager, and Certifying Official on progress and major accomplishments.

D8 Coordinate, facilitate and conduct an Annual NSTEP Board Meeting.

D9 Develop and maintain an executive summary brief of the program in collaboration with the BoD.

D10 Conduct evaluations in conjunction with each Program area.

NAVSEA CAAS Review of Task Order No. N00178-04-D-4026-EH04 – Determination: Labor – 0% CAAS, 100% Non-CAAS. ODCs - 100% Non-CAAS.

Justification: The requirements addressed within subject Task Order were reviewed. During the review it was determined that the labor requirements addressed within the subject task order are 100% Non-CAAS per exemption 5 and identified within DoD Directive 4205.2 dated 10 February 1992 referenced within Title 10 U.S.C., Section 2212, that specifically exempts from the definition of CAAS, “ .training obtained for individual professional development... ”

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the multiple award indefinite delivery indefinite quantity contract (MAC).

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance will be in accordance with Section E of the SeaPortE Multiple Award IDIQ contract.

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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 12 months thereafter, estimated at:

1001AA	12/3/2007 - 12/2/2008
1001AB	12/4/2007 - 1/16/2009
1001AC	1/18/2008 - 1/16/2009
1001AD	4/18/2008 - 1/16/2009
1002AA	12/4/2007 - 12/3/2008
1002AB	12/4/2007 - 1/16/2009
1002AC	3/18/2008 - 12/2/2008
1002AD	3/18/2008 - 9/30/2008
1002AE	8/15/2008 - 3/31/2009
1003AB	1/18/2008 - 1/16/2009
1003AC	1/18/2008 - 12/2/2008
1003AD	6/12/2008 - 1/16/2009
1003AE	9/23/2008 - 9/30/2008
3001AA	12/4/2007 - 12/3/2008
3001AB	2/13/2008 - 1/16/2009
3001AC	1/18/2008 - 1/16/2009
3001AD	4/18/2008 - 1/16/2009
3002AA	12/4/2007 - 12/3/2008
3002AB	3/18/2008 - 1/16/2009
3002AC	3/18/2008 - 12/2/2008
3002AE	8/15/2008 - 3/31/2009
3003AA	12/4/2007 - 12/3/2008
3003AB	1/18/2008 - 1/16/2009
3003AC	1/18/2008 - 12/2/2008
3003AD	6/12/2008 - 1/16/2009
3003AE	9/23/2008 - 9/30/2008
4001AB	12/4/2008 - 9/30/2009
4001AC	12/4/2008 - 9/30/2009
4002AB	12/4/2008 - 9/30/2009
4003AB	12/4/2008 - 9/30/2009
6001AB	12/4/2008 - 9/30/2009
6001AC	12/4/2008 - 9/30/2009
6002AA	12/4/2008 - 12/3/2009
6002AB	12/4/2008 - 9/30/2009
6003AB	12/4/2008 - 9/30/2009

The period of performance for the following option items are from date of option exercise through 12 months

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thereafter, estimated at:

1003AA	12/4/2007 - 12/3/2008
4001AA	12/4/2008 - 12/3/2009
4002AA	12/4/2008 - 12/3/2009
4003AA	12/4/2008 - 12/3/2009
6001AA	12/4/2008 - 12/3/2009
6003AA	12/4/2008 - 12/3/2009

The period of performance for the following award-term items are from date of option exercise through 12 months thereafter, estimated at:

4101AA	12/4/2009 - 12/3/2010
4102AA	12/4/2009 - 12/3/2010
4103AA	12/4/2009 - 12/3/2010
4201AA	12/4/2010 - 12/3/2011
4202AA	12/4/2010 - 12/3/2011
4203AA	12/16/2010 - 12/15/2011
4301AA	12/4/2011 - 12/3/2012
4302AA	12/4/2011 - 12/3/2012
4303AA	12/4/2011 - 12/3/2012
6101AA	12/4/2009 - 12/4/2010
6102AA	12/4/2009 - 12/3/2010
6103AA	12/4/2009 - 12/3/2010
6201AA	12/4/2010 - 12/3/2011
6202AA	12/4/2010 - 12/3/2011
6203AA	12/4/2010 - 12/3/2011
6301AA	12/4/2011 - 10/3/2012
6302AA	12/4/2011 - 12/3/2012
6303AA	12/4/2011 - 12/3/2012

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Lisa Auger
lisa.auger@navy.mil
(207) 438-1616

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall—

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment requests.

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (OCT 2006)

(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 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>.

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(d) The following information regarding invoice routing is provided for completion of the invoice in WAWF:

WAWF Invoice Type Cost Voucher

Issuing Office N00024
Administration Office Insert the UIC of the activity who pays the contract
DCAA Insert the UIC of the activity who pays this contract
Service Approver N00024
Inspector None
Service Acceptor None
LPO DODAAC: None
Paying Office: Insert the UIC of the activity who pays the contract

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: robert.ratner@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 NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Special Contract Requirements (Section H Clauses) shall be in accordance with Section H of SeaPort Multiple Award IDIQ contracts.

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008) (Applicable to 1000 and 3000 series CLINS)

(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	Est. Cost	Fixed Fee	CPFF	Est. POP
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(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 Task Order 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) CLIN/SLINs 1001AB, 1001AC, 1001AD, 1002AB, 1002AC, 1002AD, 1002AE, 1003AB, 1003AC, 1003AD, 1003AE, 3001AB, 3001AC, 3001AD, 3002AB, 3002AC, 3002AE, 3003AB, 3003AC, 3003AD, 3003AE, 4001AB, 4001AC, 4002AB, 4003AB, 6001AB, 6001AC, 6002AB, and 6003AB are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder will be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

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

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

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(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract 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 Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

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

AWARD TERM CLAUSE

(a) Maximum Period of Performance

The initial Task Order period of performance, if previously extended by exercise of the option for Year 1, may be further extended through the award of up to three one -year Award Terms (years 3 through 5), as provided for in this Award Term clause. These additional "award term" periods will be awarded by the Government based on contractor performance as determined by the Government in accordance with this clause.

(b) Monitoring Performance

Contractor performance is monitored by the Government. A panel hereinafter referred to as the Award Term Review Board (ATRB) is responsible for monitoring and will make recommendations to the Term Determining Official (TDO). The ATRB and TDO may accept monitoring input from any source it chooses. The ATRB may be changed at any time at the discretion of the TDO. Notice of such change will be provided to the contractor.

The ATRB shall be composed of the following:

SEA 04, or designee

Task Order Manager (TOM), as defined in Section G of the Task Order

SEA 04 appointed Task Managers

Procuring Contracting Officer (PCO), SEA 02653 or designee

Legal Counsel, SEA 00L designee

The ATRB reports its findings and recommendations to the TDO. The TDO makes the final decision on whether the contractor's performance during the evaluation period is sufficient to earn the contractor an award term or to retain an already earned term.

The TDO shall be SEA 04 or his designee.

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(c) Award Term Evaluation Periods

Each year of performance shall be an evaluation period. Each of the first two years shall be evaluated to determine whether the contractor earns and/or retains an award term. Years two through four will be evaluated to determine whether the contractor retains award terms already earned.

The Government reserves the right to conduct an interim evaluation at approximately the half-way point of each evaluation period. These interim evaluations are intended to provide the contractor with the Government's assessment of the contractor's performance through the first half of each award term evaluation period.

A final evaluation will occur on an annual basis. The final evaluation will consider all effort that has occurred during the evaluation period.

(d) Self-Evaluation

The Contractor shall submit a self-evaluation to the PCO within fourteen (14) calendar days after the end of each evaluation period. The written self-evaluation may contain any information that may be reasonably expected to assist the ATRB in evaluating the Contractor's performance. The self-evaluation will be considered in the ATRB's evaluation of the Contractor's performance based on the evaluation factors. The self-evaluation may not exceed twenty-five (25) pages in length.

(e) Award Term Procedures

After the conclusion of an evaluation period, the Performance Monitors shall submit evaluation reports to the ATRB. If requested, Performance Monitors will provide an oral presentation of their evaluation to the ATRB. The Contractor may be invited to present information in addition to that contained in the self-evaluation to assist in the ATRB's evaluation. The criteria to be considered in the evaluation are set forth elsewhere in this Award Term clause.

A numerical score, on a scale of 0-100, will be determined for each of the evaluation criteria. The numerical weights for each evaluation criterion will be applied to the score. The weighted criteria scores will be summed to arrive at a total, weighted evaluation score. This score, along with any supporting narrative that may be prepared by the ATRB, will be provided to the TDO. The TDO will determine the final award term rating for an evaluation period. The Contracting Officer will inform the Contractor of the award term rating in a letter to the Contractor.

The contractor must receive a total evaluation rating score of 71 or higher to be eligible to earn an award term year. If the overall evaluation rating score is 70 or below, the contractor shall not have earned an additional award term year based on the period evaluated.

(f) Retention

The Contractor will be evaluated again during the year following the period that was evaluated initially for determining if an award term extension was earned. The contractor must receive a total evaluation rating score of 71 or higher to retain an award term year. If the overall evaluation rating score is 70 or below, the contractor shall not have retained the award term year previously earned.

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(g) Finality of Decisions

Award Term decisions are at the sole discretion of the TDO. All decisions rendered by the TDO are final. The phrase "award term decision" refers to both the decision by the TDO as to whether the Contractor has earned an award term and the decision by the TDO as to whether the Contractor has retained an award term already earned.

(h) Fair and Reasonable Price A Necessary Condition

The Contracting Officer must determine that the price set forth in the Task Order for the services covered by the Task Order continues to be fair and reasonable for a given award term period. Such a decision is at the sole discretion of the PCO. A decision that the price is no longer fair and reasonable will result in the Government voiding any award terms earned. A determination regarding whether there is a need for the same goods/services may also be made at anytime.

(i) Option Exercise A Necessary Condition

If at any time the Government does not exercise an option, any previously awarded award term(s) shall be void.

(j) Retention of Award Terms A Necessary Condition

If at any time the Contractor has not retained an award term already earned, any subsequent terms shall be void.

(k) Continued Funds A Necessary Condition

The PCO must make a determination that sufficient funds are available before an earned/retained award term becomes effective. The determination that sufficient funds are available does not constitute a finding that funds equal to the full total estimated cost of performance for a given year are available. Award term periods may be incrementally funded. In the event of incremental funding, the clause entitled LIMITATION OF FUNDS (FAR 52.232-22) shall apply. The decision that sufficient funds are available is at the sole discretion of the PCO. Resources available to the program manager are subject to the managerial discretion of a program manager and a decision that sufficient funds are not available for this contract may be made even if there are funds available to the program office. A determination regarding the availability of funds may be made at any time.

(l) Continued Requirement A Necessary Condition

The Contracting Officer must determine that a continuing need for the same services covered by this Task Order exists for a given award term period. Such a decision is at the sole discretion of the Contracting Officer. A decision that the requirement has changed or that a requirement for the same services no longer exists will result in the Government voiding any award terms earned. A determination regarding whether there is a continued need for the same services may be made at any time.

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(m) Failure to Retain Earned Award Terms Not a Termination

If at any time the Government does not authorize performance of a previously earned award term, the subsequent terms shall be considered void. The Contractor shall not be entitled to any costs arising out of or related to those award terms that are made void by virtue of the operation of this clause. An award term decision that an earned award term has not been retained is not a termination for convenience or default. A decision by the PCO that any of the necessary conditions of this clause have not been satisfied is not a termination for convenience or default. For example, if the Contractor has earned three award terms but the Government fails to exercise the Award Term for the fifth year of the contract, then the contract shall end at the completion of the period of performance for the fourth year.

(n) Contractor Right to Decline

The contractor retains the right to decline previously earned award terms not later than nine (9) months prior to the start of an Award Term Year. The Contractor must notify the PCO in writing prior to nine (9) months before the start of the award term year of its desire not to perform the next award term year. Failure to so notify the PCO may result in a default termination if the Contractor fails to perform an award term that the Government has authorized. In the event the Contractor elects its rights to decline an earned award term, all subsequent award terms shall be void.

(o) Extension of the Task Order

The PCO will unilaterally modify the contract to extend the period of performance in one -year increments when each of the following conditions apply:

an award term earned has been retained;

the Government has a continuing requirement for the service(s) covered;

the price established for the covered line items remains fair and reasonable;

appropriated funds are available; and

the Contractor has not expressly stated in writing that it is unwilling to perform an award term no later than nine (9) months before the beginning of an award term period.

(p) Evaluation Criteria

1. Evaluation Categories and Factors. Following each evaluation period, the Contractor's performance will be evaluated in the following categories, weighted as shown:

EVALUATION CATEGORY	WGT
Cost Performance	25%
Schedule Performance	25%

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Technical Performance 25%

Management Performance 25%

The Government may unilaterally change any evaluation categories, weights, or factors it deems necessary. The Contractor, however, will be notified of changes prior to the beginning of an affected evaluation period. Performance issues in any evaluation category may result in an increased weight for that category in subsequent evaluation periods.

2. The following performance categories will be evaluated:

Performance Category

Evaluation Weight

Specific Areas of Interest

Cost Control/Performance

25%

Ability to control cost and avoid unnecessary cost increases. Emphasis will be placed on the contractor's ability to estimate correctly the first time and maintain initial budgets. Ability to make cost effective decisions with respect to technical requirements, schedule and quality control. Early identification of cost and schedule problems. The timely and accurate submission of cost performance data.

Schedule Performance

25%

Ability to perform or adhere to the scheduled delivery dates as specified in the Task Order and Technical Instructions. Ability to make decisions with respect to schedule adjustments required by the Government without effecting cost or quality. Early identification of schedule problems to include self - correcting. Timeliness of deliverables and provided services.

Technical Performance

25%

Quality and accuracy of deliverables as well as services provided. Ability to provide services commensurate with the Tasks specified in the Task Order and Technical Instructions.

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Management Performance

25%

Ability to manage contractor and subcontractor efforts efficiently and effectively with transparent performance within the team. Emphasis will be placed on the contractor's ability to staff positions with appropriate personnel who have the necessary skills and requisite technical capability and experience to effectively perform the work.

Total

100%

3. The following grading table is to be used for this Task Order:

Adjective Rating

Range of Evaluation rating

Description

Outstanding

91-100

Of exceptional merit; exemplary performance in a timely, efficient and economical manner; very minor (if any) weaknesses with no adverse effect on overall performance. No deficiencies in any area.

Excellent

81-90

Very effective performance, fully responsive to contract; contract requirements accomplished in a timely, efficient and economical manner for the most part; only minor weaknesses. No deficiencies in any area.

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Good

71-80

Effective performance; fully responsive to contract requirements; reportable weaknesses, but with little identifiable effect on overall performance. No deficiencies in any area.

Satisfactory

61-70

Meets the minimum acceptable standards; adequate results; reportable weaknesses with identifiable, but not substantial effects on overall performance. No deficiencies in any area.

Unsatisfactory

60 and Below

Does not meet minimum acceptable standards in one or more areas; reportable deficiencies with remedial action required in one or more areas which adversely affect overall performance.

AWARD TERM PLAN

1.0 INTRODUCTION

This is the basis for evaluation of the contractor's performance and for presenting an assessment of that performance to the Term-Determining Official (TDO). The evaluation will begin at the start of the Task Order.

Award-term contracting is effective when performance metrics are objective, a long-term business relationship is of value to the Government and to the Contractor, and the expected outcomes are known up-front. The specific criteria and procedures used for assessing the contractor's performance and for determining the Award Term earned are described herein. All TDO decisions regarding the award-term score, the methodology used to calculate the score, the calculation of the score, the Contractor's entitlement to the score, and the nature and success of the evaluation of the Contractor's performance are final.

An Award Term earned and retained will be awarded to the Contractor through unilateral Task Order

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modification based upon the score as determined by the TDO.

2.0 ORGANIZATION

The Award Term organization includes the TDO and an Award -Term Review Board (ATRB) consisting of a chairperson, the contracting officer, a recorder, other functional area participants, advisory members, and the performance monitors.

3.0 RESPONSIBILITIES

a. Term Determining Official. The TDO approves the Award Term plan and any significant changes to it. The TDO reviews the recommendations of the ATRB, considers all pertinent data, and determines the earned Award Term score for each evaluation period. The TDO appoints the ATRB Chairperson.

b. Award Term Review Board Chairperson. The ATRB Chairperson chairs the meetings of the ATRB and appoints the non-mandatory members of the board and the performance monitors. The ATRB Chairperson briefs the TDO on the evaluation results including the recommended score and the Contractor's overall performance and recommends Award Term plan changes to the TDO.

c. Award Term Review Board. ATRB members review performance monitors' evaluation of the Contractor's performance, consider all information and pertinent sources, prepare interim performance reports, if any, and arrive at the Award Term score recommendation to be presented to the TDO. The ATRB will also recommend changes to this plan.

d. ATRB Recorder. The ATRB recorder is responsible for coordinating the administrative actions required by the performance monitors, the ATRB, and the TDO.

e. Contracting Officer (CO). The CO is the liaison between Contractor and Government personnel. Subsequent to the TDO decision, the CO reviews the Award Term documentation, concurs with the TDO's decision, and modifies the Task Order, if necessary, to reflect the decision.

f. Performance Monitors. Performance monitors maintain written records of the Contractor's performance in their assigned evaluation areas so that a fair and accurate evaluation is obtained. Monitors prepare interim and end-of-period evaluation reports as directed by the ATRB.

4.0 AWARD-TERM PROCESSES

a. Award Term Score. The Award Term score will be based on the Contractor's performance during each evaluation period.

b. Evaluation Criteria. If the CO does not give specific notice in writing to the Contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the

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preceding period will be used in the following Award Term evaluation period. Modifications to the plan shall take effect in the next evaluation period.

c. Interim Evaluation Process. Interim evaluations will be conducted at the discretion of the Government. If it is determined that an Interim Evaluation will be conducted, it will be conducted at approximately the six-month period and the Contractor will be notified thirty (30) days before the end of the interim period if a self-evaluation will be required. Performance monitors submit their evaluation reports to the ATRB after the end of the evaluation period. The ATRB Chairperson prepares its evaluation results and notifies the Contractor of the strengths and weaknesses for the current evaluation period within 45 days of conclusion of the interim evaluation period. The CO may also issue letters at any other time when deemed necessary to highlight areas of Government concern.

d. End-of-Period Evaluations. The ATRB Recorder notifies ATRB members and performance monitors 14 calendar days before the end of the evaluation period. The Contractor will provide the Government a self-assessment within fourteen (14) calendar days after the end of the evaluation period. Performance monitors submit their evaluation reports to the ATRB after the end of the evaluation period. The ATRB Chairperson prepares its evaluation report and recommendation. The Contractor self-assessment will be provided to the TDO as part of the determination package. The ATRB Chairperson briefs the evaluation report and recommendation to the TDO. The TDO determines the overall score and determines whether an Award Term has been earned for the evaluation period within 45 calendar days after each evaluation period. The TDO letter informs the Contractor of the evaluation results. Upon concurrence with the TDO decision, the CO issues a modification within fifteen (15) calendar days after the TDO's determination to authorize an award extension or reduction reflecting the earned award term amount.

5.0 AWARD-TERM PLAN CHANGE PROCEDURE

It is anticipated that Award Term Evaluation Categories may need to be revised to place increased emphasis on specific areas, to take advantage of lessons learned and identify new approaches to measuring the quality of service/deliverables received, and to incentivize continuous improved performance in that regard. As such, the Contractor may propose changes and the Government may unilaterally make changes to this plan. The Contractor shall submit any proposed changes no later than sixty (60) calendar days prior to the start of the next evaluation period. Contractor proposed changes, if approved by the Government, will be made by bilateral agreement via a Task Order modification prior to the start of the next evaluation period. However, the Government reserves the right to unilaterally change evaluation categories prior to the start of an Award Term period.

6.0 AWARD-TERM EVALUATION CATEGORIES

a. The Award Term Evaluation Categories are weighted based upon projected emphasis over the planned contract period. The following table outlines the structure and weighted value of each evaluation criteria:

Evaluation Category	Category Weight
Cost Performance	25% of Total

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Schedule Performance 25% of Total

Management Performance 25% of Total

Technical Performance 25% of Total

(1) Cost Performance

Of major importance in evaluating the Contractor's cost performance will be the Contractor's cost planning and timely, complete, and accurate reporting of costs. In addition, the Contractor's efforts in the area of cost reduction/cost avoidance will also be considered (e.g. management approach to performance of task assigned to minimize the cost, and demonstrated ability to keep the cost of work to be performed in line with the contract estimated cost).

(2) Schedule Performance

The Government will consider whether all deliverables are submitted on time, ahead of schedule, or late. The Contractor's early identification of problem areas and accomplishments in overcoming problems to maintain schedules shall also be considered.

(3) Management Performance

The Government will consider whether the Contractor's organizational structure provides for highly qualified personnel assigned with duties, responsibilities, and authority necessary to achieve project goals and whether their lines of communication are well defined, clearly understood, and always facilitate rapid exchanges of information, both technical and contractual, in order to meet project goals. In addition, the Government will consider whether the Contractor effectively integrates all functional area requirements into an overall team effort in order to optimize program efficiencies and if applicable, whether they meet or exceed their small business subcontracting goals.

(4) Technical Performance

Of major importance in evaluating the Contractor's technical performance will be the demonstration of commitment by the Contractor to meet the requirements of the Task Order. Specifically, the Contractor's response to taskings and accuracy of work produced will be evaluated in this category. In addition, the Contractor's approach to solving problem areas presented by the Government will be evaluated as a measure of competence.

b. The following evaluation ratings are descriptive of the elements that will be evaluated. Not all elements under a rating description may apply. Elements of Contractor performance may be descriptive under more than one rating and therefore the Government reserves the right to determine the most appropriate rating for the performance category based on which rating the preponderance of the elements fall under.

Cost Performance

Unsatisfactory - Failed to manage or control costs within contract and task projections. A large percentage of actual costs exceeded task estimates. Most cost documentation was inadequate and

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costs were difficult to track. Reporting of costs were untimely, incomplete, and inaccurate. Contractor made no efforts in cost reduction/cost avoidance.

Satisfactory - Took minimum action to manage and control costs within contract and task. Some actual costs exceeded task estimates. Some cost documentation was adequate, but costs were difficult to track. Reporting of costs were sometimes timely, complete, and accurate. Contractor made little effort in cost reduction/cost avoidance.

Good - Costs were managed and used in a cost-effective manner. Costs incurred were consistent with estimated costs and cost management guidelines. Budget and cost management practices and procedures met requirements. Most cost projections were met. Cost documentation was adequate and easy to track. Cost reporting was timely, complete and accurate. Cost made some effort in cost reduction/cost avoidance.

Excellent - Costs were managed and controlled by working with customers and program office. Almost all cost projections were met or under-run. Some gains were made in reducing task costs. Costs were tracked well enough to identify most variances. Projections were made for the use of some excess funds & efforts were undertaken to ensure these funds were used or returned to the customer. Contractor made great effort in the area of cost reduction/cost avoidance.

Outstanding - Costs were managed and controlled by working with customers and program office. All cost projections were met or under-run. Significant gains were made in reducing task costs. Costs were tracked well enough to identify all variances. Projections were made for the use of most excess funds and efforts were undertaken to ensure these funds were used or returned to the customer. Contractor's efforts in the area of cost reduction/cost avoidance went beyond the expectations of the Government.

Schedule Performance

Unsatisfactory - Failed to manage or control scheduled deliverables within contract and task projections. A large percentage of scheduled deliverables were late. Deliverables were often submitted in a format that was incomplete, unclear, not concise, technically inaccurate, and not easily understood. Most documentation was inadequate and schedule was difficult to track. Schedule and deliverable reporting were untimely, incomplete, and inaccurate. Any required corrections were extensive in nature and Contractor was slow to correct. The Contractor did not identify problems areas upfront, and made no efforts to overcome problems to maintain schedules.

Satisfactory - Took minimum action to manage and control scheduled deliverables within contract and task. Some actual scheduled deliverables met task estimates. Deliverables were submitted in an acceptable format but were sometimes incomplete, not concise, technically inaccurate, and not easily understood. Some documentation was adequate but schedule was difficult to track. Schedule and deliverable reporting were sometimes timely, complete, and accurate. Some corrections were extensive in nature and Contractor was usually timely in making corrections. The Contractor sometimes identified problems areas upfront and made little effort to overcome problems to maintain schedules.

Good - Schedule was managed within contract and task requirements. Deliverables were consistent with estimated schedule and deliverable guidelines. Deliverables were submitted in an acceptable format and were complete, concise, technically accurate, and easily understood. Documentation is adequate and schedule was easy to track. Corrections were minor in nature and Contractor made

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corrections in a timely manner. The Contractor identified problems areas upfront and made efforts to overcome problems to maintain schedules.

Excellent - Schedule was managed within contract and task requirements and deliverables were submitted on time or sometimes ahead of schedule. Deliverables sometimes exceeded requirements and were submitted in a manner that was complete, concise, technically accurate, and easily understood. Corrections were very few and minor and corrected in an expeditious manner. The Contractor was proactive in identifying problem areas upfront and made great efforts to overcome problems to maintain schedules.

Outstanding - Schedule was managed so that deliverables were consistently ahead of schedule and within contract and task requirements. Deliverables consistently exceeded requirements and were submitted in a manner that was complete, concise, and technically accurate, and easily understood. No corrections were required for deliverables. The Contractor provided early identification of problems areas and made great accomplishments in overcoming problems to maintain schedules.

Management Performance

Unsatisfactory - Contractor's organizational structure did not provide qualified personnel assigned duties, responsibilities, and authority necessary to achieve project goals. Lines of communication were not defined, clearly understood, and did not facilitate rapid exchanges of information, both technical and contractual, to meet project goals. Contractor did not effectively integrate all functional area requirements into an overall team effort in order to optimize program efficiencies. Failed to provide qualified personnel for all tasks. Management was extremely slow in updating staffing after repeated feedback from customer. A large percentage of the staff was not in place when required by the task. Customer was very dissatisfied with staffing efforts. If applicable, small business subcontracting goals were not met.

Satisfactory - Contractor's organizational structure was marginally adequate to provide qualified personnel assigned duties, responsibilities, and authority necessary to achieve project goals. Lines of communication were defined and understood but did not facilitate rapid exchanges of information, both technical and contractual, to meet project goals. Contractor sometimes integrated all functional area requirements into an overall team effort in order to produce program efficiencies. Management was slow to update manning after repeated feedback from customer or as required by this Task Order and Technical Instructions. Some staff were not available when required by the task. Customer was marginally dissatisfied with staffing efforts. If applicable, Small business subcontracting goals were not totally met.

Good - Contractor's organizational structure was adequate to provide qualified personnel assigned duties, responsibilities, and authority necessary to achieve project goals. Lines of communication were defined, understood, and facilitated exchanges of information, both technical and contractual, to meet project goals. Contractor integrated all functional area requirements into an overall team effort in order to provide program efficiencies. Provided fully qualified staff in almost all cases. Management was cognizant of customer needs and provided almost all of the staffing required on assigned tasks when required by the task. Customer was reasonably satisfied with staffing efforts. If applicable, small business subcontracting goals were met.

Excellent - Contractor's organizational structure provided highly qualified personnel assigned duties,

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responsibilities, and authority necessary to achieve project goals. Lines of communication were clearly understood, and facilitated rapid exchanges of information, both technical and contractual, to meet project goals. Contractor effectively integrated all functional area requirements into an overall team effort in order to optimize program efficiencies. Provided fully qualified staff in all cases. Management was cognizant of customer needs and provided 100% of the staffing required on assigned tasks when required by the task. Customer was well satisfied with staffing efforts. If applicable, small business subcontracting goals were met and sometimes exceeded.

Outstanding - Contractor's organizational structure provided highly qualified personnel assigned duties, responsibilities, and authority necessary to achieve and sometime exceed project goals. Lines of communication were clearly understood, and facilitated rapid exchanges of information, both technical and contractual, to meet and sometimes exceed project goals. Contractor effectively integrated all functional area requirements into an overall team effort in order to optimize program efficiencies and exceed Government expectations. Provided fully qualified staff in all cases and exceptionally qualified staff in some cases. Personnel status was frequently reviewed to ensure customer needs were met. 100% of the staffing required on assigned tasks was provided when required by the task. Customer was extremely satisfied with staffing efforts. If applicable, small business subcontracting goals were consistently exceeded.

Technical Performance

Unsatisfactory - Failed to meet most task/contract requirements. Work was poorly organized, unprofessional, and required much interpretation or rework. Contractor's response to taskings was slow and work produced was consistently inaccurate. Contractor's approach to solving problem areas presented by the Government did not demonstrate a level of competence. Customer was very dissatisfied with performance.

Satisfactory - Work was of marginal quality in some cases and required some interpretation or rework. Contractor's response to taskings was sometimes slow and work produced is sometimes inaccurate. Contractor's approach to solving problem areas presented by the Government demonstrated a minimum-level of competence. Customer was marginally satisfied with performance.

Good - Majority of work was adequate and required little rework. Contractor's response to taskings was timely. Contractor's approach to solving problem areas presented by the Government demonstrated competence. Customer was reasonably satisfied with overall performance.

Excellent - Support to customer was very good, well coordinated, and ensured task accomplishment. Employees put forth an extra effort to accomplish tasks. Contractor's response to taskings was prompt and work produced was accurate and highly proficient. The Contractor demonstrated instances of being proactive by anticipating Government needs and providing effective solutions. Contractor's approach to solving problem areas presented by the Government demonstrated a high-level of competence. Customer was very satisfied with performance.

Outstanding - Met all task/contract requirements (100%). Support to customer was excellent, well coordinated, and all task goals were met. Employees displayed exceptional knowledge and put forth a commendable effort to accomplish tasks. Contractor's response to taskings was consistently prompt and work produced was consistently impressive. Contractor's approach to solving problem areas presented by the Government demonstrated high-level of competence. The Contractor was consistently

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proactive in anticipating Government needs and providing effective solutions. Customer was extremely satisfied with performance.

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SECTION I CONTRACT CLAUSES

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (MAR 2000)

(a) The Government may extend the term of this delivery order by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

Item	Latest Option Exercise Date
1101AA 3101AA	Jan 2008
1102AA 3102AA	Jan 2008
1103AA 3102AA	Jan 2008
4001AA 6001AA	Jan 2009
4002AA 6002AA	Jan 2009
4003AA 6002AA	Jan 2009
4101AA 6101AA	Jan 2010
4102AA 6102AA	Jan 2010
4103AA 6103AA	Jan 2010
4201AA 6201AA	Jan 2011
4202AA 6202AA	Jan 2011
4203AA 6203AA	Jan 2011

(b) If the Government exercises this option, the extended Task Order shall be considered to include this option clause.

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SECTION J LIST OF ATTACHMENTS

Attachment (1) - FADs in the amount of [REDACTED] 0 (FY 08 O&MN)

Attachment (2) - Contract Security Classification Specification (DD Form 254)

Attachment (3) - FADs in the amount of [REDACTED] 0 (FY 08 O&MN and SCN)

Attachment (4) - FADs in the amount of [REDACTED] (FY 08 O&MN)

Attachment (5) - FADs in the amount of [REDACTED] (FY 08 O&MN and SCN)

Attachment (6) - FADs in the amount of [REDACTED] (FY 08 O&MN)

Attachment (7) - FADs in the amount of [REDACTED]

Attachment (8) - FADs in the amount of [REDACTED] (FY08 O&MN)

Attachment (9) - FADs in the amount of [REDACTED] FY08 O&MN)

Attachment (10) - FADs in the amount of [REDACTED] (FY08 O&MN)

Attachment (11) - FAD sheet for modification 09 in the amount of [REDACTED] O&MN)

Attachment 12 - FAD sheet for modification 11, \$ [REDACTED] O&MN