

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-05-D-4569	2. DELIVERY ORDER NO. FD0109	3. EFFECTIVE DATE ORIG 08/11/2006 MOD 11/17/2008	4. PURCHASE REQUEST NO. N00167-09-MR-30879	Rating DO-C9
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5. ISSUED BY NSWC, CARDEROCK DIVISION, MARYLAND 9500 MacArthur Blvd West Bethesda MD 20817 esterlena.unger@navy.mil 301-227-0548	CODE N00167	6. ADMINISTERED BY DCMA SAN ANTONIO 615 EAST HOUSTON STREET, P.O. BOX 1040 SAN ANTONIO TX 78294-1040	CODE S4404A
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7. CONTRACTOR Southwest Research Institute P.O. Drawer 28510 San Antonio TX 78228-0510	CODE 26401	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME (hours local time – Block 5 issuing office)
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381	CODE HQ0339
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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.
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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.

Southwest Research Institute	John Micheletti Manager R&D		
NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA
See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages					

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA By: Roger N Branstitser	11/17/2008 CONTRACTING/ORDERING OFFICER	22. TOTAL \$1,947,483.00
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SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

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GENERAL INFORMATION

The purpose of this modification is to effect administrative change to the Sow and Section G of the Task Order. Accordingly:

(a) In Section C, the Statement of Work, under subparagraph 14 and under Section G, add the information for the Alternate Task Order Manager (TOM) as follows:

Earl W. Armstrong, Code 616
9500 MacArthur Blvd.
West Bethesda, MD 20817-5700
earl.armstrong@navy.mil
(301) 227-4498

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Small, Intermediate, and Large-Scale Fire Test Services (TBD)	1.0 Lot	\$81,227.00	\$6,279.00	\$87,506.00
100001	Incremental Funding RDT&E \$15,000				
100002	SLIN deleted. Moved funding in the amount of \$88,571 to SLIN 200002, moved funding in the amount of \$10,429 to SLIN 300003.				
100003	SLIN deleted. Moved funding in the amount of \$22,000 to SLIN 200003.				
100004	SLIN deleted. Moved funding in the amount of \$25,000 to SLIN 200004.				

For FFP Items:

Item	Supplies/Services Qty	Unit	Unit Price	Total Price
2000	Standard Small, Intermediate, and Large-Scale Fire Test Services (TBD) (TBD)	1.0 Lot	\$1,847,048.00	\$1,847,048.00
200001	Incremental Funding RDT&E \$7,500			
200002	Incremental Funding RDT&E \$88,571			
200003	Incremental Funding RDT&E \$25,000			

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200004 Incremental
Funding RDT&E
\$25,000

200005 Incremental
Funding SCN
\$30,000

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

3000	Other Direct Cost (TBD)	1.0 Lot	\$12,929.00
300001	Incremental Funding RDT&E		\$2,500
300002	SLIN deleted. Moved funding in the amount of \$3,000 to SLIN 200003.		
300003	Incremental Funding RDT&E		\$10,429

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

SMALL, INTERMEDIATE, AND LARGE-SCALE FIRE TEST SERVICES

1. BACKGROUND

NSWCCD Code 641 Fire Protection Group has been tasked by NAVSEA Personnel Protection and Damage Control Code 05P4 to provide support in the area of small, intermediate, and large scale fire tests and evaluations of the fire safety of shipboard material systems. This support will include the tasks highlighted in paragraph 2.0 (Scope of Work).

2. SCOPE OF WORK

a. The general purpose of this task order will be to conduct fire tests and provide results of fire and physical property tests of candidate Navy ship material and equipment systems under small, intermediate and/or large scale conditions. Fire safety (small, intermediate and large scale) testing is required by NAVSEA in order to review and approve material concepts for shipboard applications, including DD(X), LCS, CVN, etc. The proposed tasks require that the vendor provide the fire test facilities for conducting small, intermediate, and large scale fire tests in accordance with Navy MIL-SPECS, and commercial test standards.

b. As a result of our extensive experience in shipboard fire testing, Code 641 has been able to generate specifications, which the Navy has adopted as standard protocol for fire safety testing of composite superstructure applications. Below is a list of some of the tests contained in various Navy specifications. For each test, an approximate number of runs expected per year is listed. However, this list is only for guidance. The actual number of tests may differ depending upon the Navy funding.

Test Methods Estimated Tests/Year

- (1). ASTM E84 (Surface Burning Characteristics of Building Materials). 6
- (2). ASTM E648 (Critical Radiant Flux of Floor Covering Systems). 6
- (3). ASTM E662/E800 (Measurement of Toxicity of Combustion Gases). 9
- (4). ASTM F1387 (Performance of Piping and Tubing Mechanically Attached Fittings). 5
- (5). ISO 9705 (Fire Tests Full Scale Room Test for Surface Products). 10
- (6). UL 1709 (Standard for Safety for Rapid Fire Tests of Protection Materials for Structural Applications)/ IMO A.754 (Recommendation on Fire Resistance Tests for "A," "B," and "F" Class Division)/ UL 2709 (Fire Tests for Fire Resistance of Building Joint Systems). 20
- (7). NFPA 269 (Test Method for Developing Toxic Potency Data for Use in Fire Hazard Modeling). 6
- (8). MIL-PRF-32161 (Performance Specification, Insulation, High Temperature Fire Protection, Thermal Acoustic). 12
- (9). MIL-STD-1623, Fire Performance Requirements and Approved Specifications for Interior Finish Materials and Furnishings (e.g. ASTM D6413, ASTM E162, ASTM E662, FED-STD 191, FED-STD 501, ASTM D635). 6
- (10). API 607 (American Petroleum Institute Fire Procedures for Valves, Piping, Gaskets, and Seals). 5

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(11). NAVSEA 05Z6 PD 5-04 Innerspring Materials. 22

(12). Miscellaneous Standard Small Scale Fire Safety Requirement Tests for evaluating NAVSEA Safety Requirement (e.g. cables, clothing, packaging, ASTM D2863, ASTM E1321, ASTM E1354, NES 711, NES 713, IEEE 1580). 3

(13) Plan and conduct non-standard intermediate and large scale evaluations leading to development of upper and lower specification limits for new NAVSEA safety requirement test methods in emerging shipboard material specifications 1

c. The U.S. Navy is emphasizing the use of composites in selected applications for signature reduction. The fire safety evaluation for composites includes (1) surface flammability; (2) fire growth; (3) tenability; (4) fire resistance; (5) structural integrity under fire; (6) passive fire protection; and (7) active fire protection. Many aspects of the tests require customizing the fire test conditions and loading to shipboard applications. A high degree of fire protection competence and a high caliber of test facilities are required for such unique tasks.

d. Due to emerging NAVSEA and program requirements, some projects may require the contractor to scope, specify, and/or procure a particular material system or instrumentation package that is to be included in the small, intermediate, or large scale test.

e. The Contractor shall have the ability to assist Navy in the calibration and performance of selected equipment and fire tests at Navy facilities.

3. REFERENCES

The Contractor is required to be familiar with commercial fire test standards and test methods. Navy unique references and MIL-SPECS will be provided on an as needed basis.

4. TECHNICAL REQUIREMENTS

4.1 The contractor shall provide all skilled and qualified personnel to accomplish the work as specified in the SOW, including identification of technical problems and development of engineering solutions to the technical requirements for SOW projects.

4.2 The contractor shall have access to the small, intermediate, and large scale fire and physical property testing facilities specified in the SOW (see paragraph a).

4.3 The Contractor shall develop a Plan of Action and Milestones as necessary to ensure projects are completed on schedule and within Budget.

4.4 The contractor shall provide a Fire Testing Laboratory internationally accredited according to ISO/IEC 17025. Accreditation shall be obtained from a recognized accreditation body such as American Association for Laboratory Accreditation (A2LA) or International Code Council's International Accreditation Services (IAS). Test facilities shall be ISO 9001:2000 registered

4.5 The contractor must have equipment and qualified personnel to perform all fire tests in the IMO FTP (International Maritime Organization, Fire Test Procedures) Code and MIL Specs used by the U.S. Navy.

4.6 The Contractor shall be capable of providing design, calibration, and operational support for the Navy in-house facilities.

4.7 Must be capable of measuring concentrations of toxic gases in fire effluents using FIR Spectroscopy, and other test methods as described in ASTM E-800.

4.8 Must have a licensed P.E. and Fire Protection Engineer on staff.

4.9 The contractor shall demonstrate knowledge of Navy unique fire tests and prior experience.

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4.10 Must have the test facility and personnel capability to conduct multiple fire tests simultaneously.

4.11 Must have the capability to offer customized tests in response to the Navy needs in the areas of fire survivability, and damage control operations.

5.0 DELIVERABLES/SCHEDULE

5.1 The contractor shall provide one (1) copy of monthly status and progress reports (CDRL A001) in standard contractor engineering format. The report shall include status of the task order programs, meeting discussions, descriptions of any problems or other unforeseen circumstances, and costs. The first monthly status report shall be delivered on the 10th day of each month until task order completions. During months where there is no activity, the contractor monthly status and progress report shall state, "there was no activity this reporting period".

5.2 The contractor shall provide the TPOC (refer to paragraph 15) with one copy of the available Raw Test Results within one (1) working day the particular segment of the fire testing is completed (CDRL A002).

5.3 Upon completion of a small, intermediate, or large scale test, one (1) hard copy and one (1) electronic copy of the final test results report (CRDL A003) shall be distributed within ten (10) working days after completion of testing to the TPOC for inspection (refer to paragraph 15).

5.3.1 The small, intermediate, and large scale test results shall contain data required by the applicable test method.

5.3.2 In addition, when specified by the Government (see paragraph 2) the report shall contain supplemental information specified (see paragraphs 6 and 15).

5.3.3. When specified (see paragraphs 6 and 15), the test report will include side by side graphic performance comparison among the new and old (archived) material systems in proper engineering units (CRDL A003).

5.4. The Contractor shall provide digital photographs and digital videos as required by the TPOC. One (1) hard copy and one (1) electronic copy of the final test report shall be distributed within five (5) working days after receipt of final comments from the TPOC.

6.0 SCHEDULE

6.1 Small, intermediate and large scale testing shall commence only after consultation between the contractor and the NSWCCD Code 641 Technical Point of Contact. Project schedules and test samples (and if required, return of tested sample to the Government) will be identified by the TPOC.

7.0 GOVERNMENT FURNISHED INFORMATION MATERIAL

7.1 Government Furnished Information (GFI). To enable the contractor to satisfactorily perform the effort described, NSWCCD Code 641 will provide any required government information and test standards to the contractor, where applicable, at the start of the performance of work (refer to paragraph 6.0).

7.2 Government furnished Material (GFM). It is anticipated that most of the test method materials and equipment required for fire testing will be fully provided by the Contractor. It is further anticipated that test materials, such as composites, will be provided by the Govt. The Government or its contractors will provide test samples. In some cases, Govt. may provide materials necessary to complete the tests. These materials will be assembled by the Government or its contractor/representatives and shipped to the testing facility as Government furnished material. When specified by the Government (IAW SOW paragraph 6.0), the contractor shall scope, specify, and procure supplemental test sample supplies that the Government requires to be added to the fire test assembly or associated data collection package (e.g. studs or seam tape for fastening fire insulation, thermocouples, heat flux gauges, labels/poster boards for photographs documentation, film, data logger, etc.).

8.0 CONTRACTOR FURNISHED MATERIAL (CFM)

The contractor shall provide materials, labor and services for all small, intermediate and large scale fire test facilities

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described in SOW paragraph 2 and 4. In addition, the contractor shall provide miscellaneous fire test equipment/material such as supplies necessary to complete the fire tests.

9. TRAVEL

9.1 Some TDY and local travel may be required to fulfill requirements of this statement of work. The TDY travel estimate is based upon a total of 5 days per year.

10. CLASSIFIED MATERIAL

10.1 All work on this delivery order shall be UNCLASSIFIED.

11. PERIOD OF PERFORMANCE

11.1 The period of performance for this contract is from the Date of Award through 5 years thereafter.

12. PLACES OF PERFORMANCE

12.1 Primary place of performance. Work on this delivery order will be at the location of the Contractor's fire test facilities.

12.2 Primary place of delivery.

Mr. Usman Sorathia, Code 641

Building 60-329

Naval Surface Warfare Center, Carderock Division

9500 MacArthur Blvd.

West Bethesda, MD 20817-5700

Tel: 301-227-5588.

13. OVERTIME

13.1 Overtime is not anticipated at this time, and is not authorized.

14. TASK ORDER MANAGER (TOM)/TECHNICAL POINT OF CONTRACT (TPOC)

14.1 The TOM for this Task Order is:

Mr. Usman Sorathia, Code 641

Building 60-329

Naval Surface Warfare Center, Carderock Division

9500 MacArthur Blvd.

West Bethesda, MD 20817-5700

Tel: 301-227-5588.

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E-mail: usman.sorathia@navy.mil

14.2 The Alternate TOM for this Task Order is:

Mr. Earl W. Armstrong, Code 616

Naval Surface Warfare Center, Carderock Division

9500 MacArthur Blvd.

West Bethesda, MD 20817-5700

Tel: 301-227-4498.

E-mail: earl.armstrong@navy.mil

15. TECHNICAL CONFERENCES/MEETINGS

15.1 The contractor will be required to attend telephonic conferences/briefings with the TPOC and its NAVSEA representatives, as necessary, before and after testing (refer to paragraphs 6 and 11).

16. INSPECTION AND ACCEPTANCE

16.1 Inspection and acceptance of the services and reports to be provided hereunder shall be made by NSWCCD Code 641 TPOC at the primary place of delivery (see paragraph 12.2).

17. SECURITY REQUIREMENTS

17.1 All work on this delivery order shall be UNCLASSIFIED.

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SECTION D PACKAGING AND MARKING

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: _____

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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

TOM /TPOC

Ship to: Usman Sorathia

Code 641

9500 MacArthur Blvd.

West Bethesda, MD 20817-5700

usman.sorathia@navy.mil

(301) 227-5588

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at Destination by the Government in accordance with basic contract.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The period of performance of CLINs 1000 and 3000 shall be from the date of award through five (5) years thereafter.

1000AA	Date of award through 5 years thereafter
2000AA	Date of award through 5 years thereafter
3000AA	Date of award through 5 years thereafter

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager / Technical Point of Contact

Usman A Sorathia, 6430

9500 MacArthur Blvd.

West Bethesda, MD 20817-5700

usman.sorathia@navy.mil

301-227-5588

Alternate Task Order Manager

Earl W Armstrong, Code 616

9500 Macarthur Blvd.

West Bethesda, MD 20817-5700

earl.armstrong@navy.mil

301-227-4498

Contracting Officer

Roger N. Branstiter

Code 3321

9500 MacArthur Blvd.

West Bethesda, MD 20817-5700

roger.branstiter@navy.mil

301-227-5782

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

ESTIMATED ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE
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100001	\$14,950	\$ 50	Date of award through 5 years thereafter
100002	Deleted by mod 2		
100003	Deleted by mod 2		
100004	Deleted by mod 5		
200001	\$ 7,500	N/A	Date of award through 5 years thereafter
200002	\$88,571	N/A	Date of award through 5 years thereafter
200003	\$25,000	N/A	Date of award through 5 years thereafter
200004	\$25,000	N/A	Date of award through 5 years thereafter
200005	\$30,000	N/A	Date of award through 5 years thereafter
300001	\$ 2,500	N/A	Date of award through 5 years thereafter
300002	Deleted by mod 2		
300003	\$10,429	N/A	Date of award through 5 years thereafter

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

(c) CLINs/SLINs 100001 and 100004, 200001 through 200005 and 300001 through 300003 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.

(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 970 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 3.7 [Yearly number of labor hours divided by 52 weeks] hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

(End of Clause)

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

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

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(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

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

WAWF Invoice Type	*
Issuing Office DODAAC	**
Admin DODAAC	**
Inspector DODAAC (if applicable)	**
Acceptor DODAAC	**
LPO DODAAC (if applicable)	***
Pay DODAAC:	**
DCAA Auditor DODAAC (if applicable)	**

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:

(f) The contractor shall submit invoices for payment per contract terms and the government shall process invoices for payment per contract terms. The contractor may submit an invoice on any SLIN under CLIN 0002 until the amount obligated under that SLIN is fully expended. The contractor can submit more than one invoice under each SLIN, as long as the amount of the SLIN is not exceeded.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NSWCCD WAWF point of contact Brian D. White at (301) 227-1172 or brian.d.white@navy.mil.

(End of Clause)

Accounting Data		Amount
SLINID	PR Number	
100001	62009874	22500.00
LLA :		
AA 97X4930	NH1C 000 77777 0 000167 2F 000000	061650118060
300001	62009874	2500.00
LLA :		
AA 97X4930	NH1C 000 77777 0 000167 2F 000000	061650118060

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MOD 1

100002 62291062 99000.00
 LLA :
 AB 97X4930 NH1C 000 77777 0 000167 2F 000000 061655054630

100003 62343112 22000.00
 LLA :
 AC 97X4930 NH1C 000 77777 0 000167 2F 000000 061913161440

300002 62343112 3000.00
 LLA :
 AC 97X4930 NH1C 000 77777 0 000167 2F 000000 061913161440

MOD 2

100001 62009874 (7500.00)
 LLA :
 AA 97X4930 NH1C 000 77777 0 000167 2F 000000 061650118060

100002 62291062 (99000.00)
 LLA :
 AB 97X4930 NH1C 000 77777 0 000167 2F 000000 061655054630

100003 62343112 (22000.00)
 LLA :
 AC 97X4930 NH1C 000 77777 0 000167 2F 000000 061913161440

200001 62009874 7500.00
 LLA :
 AA 97X4930 NH1C 000 77777 0 000167 2F 000000 061650118060

200002 62291062 88571.00
 LLA :
 AB 97X4930 NH1C 000 77777 0 000167 2F 000000 061655054630

200003 62343112 25000.00
 LLA :
 AC 97X4930 NH1C 000 77777 0 000167 2F 000000 061913161440

300002 62343112 (3000.00)
 LLA :
 AC 97X4930 NH1C 000 77777 0 000167 2F 000000 061913161440

300003 62291062 10429.00
 LLA :
 AB 97X4930 NH1C 000 77777 0 000167 2F 000000 061655054630

MOD 4

100004 81508843 25000.00
 LLA :
 AD 97X4930 NH1C 000 77777 0 000167 2F 000000 081669020601

MOD 5

100004 81508843 (25000.00)
 LLA :
 AD 97X4930 NH1C 000 77777 0 000167 2F 000000 081669020601

200004 81508843 25000.00
 LLA :
 AD 97X4930 NH1C 000 77777 0 000167 2F 000000 081669020601

MOD 8

200005 82945197 30000.00
 LLA :
 AE 97X4930 NH1C 000 77777 0 000167 2F 000000 081650127515

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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 for Individual Task Orders

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

(c) 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.

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(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 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.

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SECTION I CONTRACT CLAUSES

Section I contract clauses in accordance with Section I of the base IDIQ contract.

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SECTION J LIST OF ATTACHMENTS

DD Form 1423 (REV 1) 2 Pages

Performance Based Table

CONTRACT DATA REQUIREMENTS LIST
(2 Data Items)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT 1	C. CATEGORY: TDP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM	E. CONTRACT/PR NO. Seaport	F. CONTRACTOR
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1. DATA ITEM NO. A0001	2. TITLE OF DATA ITEM Monthly Status and Progress Report	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE SOW PARA 5.1	6. REQUIRING OFFICE NSWCCD CODE 616
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED NA	10. FREQUENCY See block 16	12. DATE OF FIRST SUBMISSION See block 16	14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a ADDRESSEE	b COPIES	
					Draft	Final

16. REMARKS	15. TOTAL →
Block 12 Continued (Date of First Submission). The first Monthly Status and Progress Report shall be delivered on the 10th day of each month, until task order completion. During months where there is no activity, the contractor monthly status and progress report shall state, "there was no activity this reporting period".	Code 616
Block 10 Continued (Frequency). Subsequent Monthly Status and Progress Reports shall be continued on the 10th day of each month thereafter until delivery order completion.	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

1. DATA ITEM NO. A0002	2. TITLE OF DATA ITEM Raw Test Results	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE SOW PARA. 5.2	6. REQUIRING OFFICE NSWCCD CODE 616
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED NA	10. FREQUENCY One time	12. DATE OF FIRST SUBMISSION See block 16	14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a ADDRESSEE	b COPIES	
					Draft	Final

16. REMARKS	15. TOTAL →
Block 12 Continued (Date of First Submission). Provide the TPOC with one (1) copy of the available Raw Test Results within one (1) working day particular segment of the fire testing is completed.	Code 616

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY Thomas D. Gracik	H. DATE 07 OCT 2008	I. APPROVED BY Usman Sorathia	J. DATE 07 OCT 2008
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CONTRACTOR TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS TABLE

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product is usually never accurate and almost never delivered on schedule.	Work product is typically accurate and routinely delivered on schedule 90% of the time.	Work product is almost always accurate and frequently delivered on schedule more than 90% of the time.
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified and experienced personnel to satisfy task. Lapses in coverage may occasionally occur and are managed IAW individual Task Order.	Contractor provides highly qualified and experienced personnel to satisfy task. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed IAW individual Task Order. Contractor ensures
Cost Management	Contractor routinely fails to complete tasks within originally agreed upon cost estimates, i.e., cost over runs frequently occur.	Contractor routinely completes task within the originally agreed upon cost estimates. Funds and resources are generally used in a cost-effect 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 optimal used to provide the maximum benefit for the funds and resources available.

			Documented savings are apparent.
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CONTRACTOR TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS TABLE (Continued)

CRITERION	. UNSATISFACTORY	. SATISFACTORY	EXCELLENT
Cost Reporting	Reports are generally Late, inaccurate incomplete or unclear	Reports are timely, accurate, complete and complete and clearly written. Problems and/or trends are addressed, and analysis submitted	Reports are clear, accurate, and proactive. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.
Schedules and responsiveness	Contractor frequently misses deadlines, schedules or is slow to respond to government requests. Fails to communicate to government in effective and timely manner	Contractor routinely meets deadlines, schedules, and responds quickly to government request. Routinely communicates with government in an effective and timely manner	Contractor always meets deadlines, schedules, and responds immediately to government requests. Communications with government are always clear, effective and timely
Customer Satisfaction	Fails to meet customer expectations	Meet customer expectations	Exceed customer expectations.
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.
Communication	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.