

**DELIVERY ORDER**

**FINAL**

1. CONTRACT NO. N00178-05-D-4649	2. DELIVERY ORDER NO. FD0201	3. EFFECTIVE DATE ORIG 02/12/2008 MOD 03/12/2008	4. PURCHASE REQUEST NO. N00167-08-MR-64664
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5. ISSUED BY NSWC, CARDEROCK DIVISION, MARYLAND 9500 MacArthur Blvd West Bethesda MD 20817 shawnee.shaw@navy.mil 301-227-1101	CODE N00167	6. ADMINISTERED BY DCMA SOUTHERN VIRGINIA 190 BERNARD ROAD, BLDG 117 FORT MONROE VA 23651	CODE S5111A
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7. CONTRACTOR Vision Point Systems, Inc. 1700 Kraft Drive, Suite 2150 Blacksburg VA 24060-6467	CODE 3T8W5	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, South Entitlement Operations P.O. Box 182264 Columbus OH 43213	CODE HQ0338
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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.

Vision Point Systems, Inc.	Yong J Lee
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
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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 03/12/2008 CONTRACTING/ORDERING OFFICER	22. TOTAL \$2,454,561.00
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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 provide an increment of funds in the amount of \$41,600. Accordingly, said Task Order is modified as follows:

SLIN	Amount funded by this modification	Requisition Number	ACRN
100004	\$20,000.00	80565617	AD
100005	\$18,600.00	80708989	AE
300002	\$ 3,000.00	80708989	AE

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

The total value of the task order remains unchanged. The total amount of funds obligated to the task is hereby increased by \$41600.00 from \$157000.00 to \$198600.00.

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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Engineering Services for Materials and Corrosion Program Support (RDT&E)	1.0 Lot	\$2,050,660.00	\$164,053.00	\$2,214,713.00
100001	Incremental Funding (RDT&E)				
100002	Incremental Funding (RDT&E)				
100003	Incremental Funding (SCN)				
100004	Incremental Funding (RDT&E)				
100005	Incremental Funding (RDT&E)				

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3000	Other Direct Cost (Materials, travel, miscellaneous including applicable indirects) (Non-fee bearing) (RDT&E)	1.0 Lot	\$239,848.00
300001	Incremental Funding (RDT&E)		
300002	Incremental Funding (RDT&E)		

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### NSWCCD Materials and Corrosion Program Support

1.0 Background: The Naval Surface Warfare Center – Carderock Division (NSWCCD) is currently working on multiple materials projects that require large data set, multivariable analysis for the Office of Naval Research (ONR), Naval Sea Systems Command (NAVSEA), and US Marine Corps (USMC). Multivariable data analysis is required for most laboratory investigations. The means for conducting multivariable data analysis has changed greatly over the years, especially because of spreadsheet programs, which allow the user to plot and analyze data in an easy-to-use program. However, when large sets of data are generated and the number of variables is increased, simple spreadsheet programs and other forms of analysis quickly become overwhelmed. In order to analyze large, multivariable data sets, specific predictive algorithms have been developed to effectively isolate variable relationships and predict future outcomes based on limited data sets. In addition, advanced visualization techniques have been developed to help the user to see these relationships in an intuitive manner. Support is required that combines the expertise of a subject matter experts on matters of corrosion control, materials engineering, data analysis, predicative algorithms, advanced visualization, and neural networks.

Additionally, the Naval Surface Warfare Center Carderock Division, Code 613 is responsible for a wide spectrum of materials engineering programs in the areas of marine corrosion, materials, engineering, electrochemistry, coatings and environmental effects as related to the US Marine Corps vehicles, weapon systems, and related equipment. Code 613 provides fleet Test & Evaluation (T&E) support at command, intermediate maintenance and fleet field sites throughout the US. The primary T&E efforts are performed at the NSWC Carderock however, field activities that contribute to T&E efforts include, but not limited to: Camp Pendleton, CA; Camp LeJeune NC; Cherry Point, NC; Kaneohe Bay, HI; Okinawa, Japan, and Quantico, VA. Field activities and personnel assignments can include all applicable DoD sites and associated programmatic locations, as defined by program requirements.

2.0 Statement of Work: To provide expert services in the form of engineering support, software development, technical writing/documentation, and program support for NSWCCD efforts pertaining to ONR, NAVSEA, and USMC. Project areas include:

#### 2.1 - Research, Development, Test, and Evaluation Support

Support the process of identifying state-of-the-art methods in corrosion control, materials science, and pollution prevention. Support project goals of experimental design, data gathering, and data analysis. Conduct investigations that pertain to advances in corrosion control technologies and methodologies, laboratory and field data-gathering methods, data analysis, advanced visualization, and sensor technologies. Write papers, develop presentations, and attend conferences for technical advances that pertain to the work performed for the sponsoring agencies. Develop predictive models and data mining techniques using the latest in Artificial Intelligence, Neural Networks, and Advanced Visualization are to be developed.

#### 2.2 – Project Management Support

Support the goals and objectives set forth by the sponsoring agencies. Such support would include but is not limited to: the development of regular project progress reports, technical presentations, project schedules and milestones, and the tracking of project action items.

#### 2.3 – Software Application Development Support

Development of software tools that support the goals and objectives set forth by the sponsoring agencies. Such tools would include but are not limited to: data analysis tools for large, multivariable data sets; neural networks with specialized algorithms; advance visualization tools for large, multivariable data correlation and analysis; project management tools; laboratory efficiency tools; and custom software utilities. Development of advanced visualization

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techniques based on the DIVERSE API with a Linux platform and Mineset. Development of software tools and applications using languages such as C, C++, PHP, PERL, and Python. Subject Matter expertise in the areas of Corrosion and Coatings performance are expected to work with software engineers to develop specialized data analysis tools.

#### 2.4 Coatings Demonstration Support:

The Contractor shall support specific NSWCCD coatings engineering programs with platform based demonstrations, as part of technology development, fleet demonstration, proof of concept and technology transition goals. Contractor shall provide off-site demonstration, demonstration support and data collection in support of NSWCCD engineers and field personnel. Off-site engineering may include: coordination, scheduling, interaction with fleet personnel, subcontractors and government personnel and physical performance of demonstration effort.

#### 2.5 Compilation of Technical Data

The contractor shall provide capability to research and compile technical data. Potential data sources include, but are not limited to, government, public, and private industry resources as well as interviews, surveys, and laboratory/field investigations. It is anticipated that techniques such as advanced computation analysis, multi-dimensional presentation/archiving, boundary element and finite element analysis, and software modeling and prediction will be required.

Specifically, the contractor shall provide the ability to produce enhanced imaging and data compilation for use in data analysis, interpretation and prediction/prognostics programs, fleet demonstrations and product development. Computation efforts may also include software development, integration with prototype equipment, materials characterization, database development and presentation.

3.0 Performance Period: The period of performance is from effective date of Task Order through three (3) years thereafter.

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## **SECTION D PACKAGING AND MARKING**

Ship to:  
Naval Surface Warfare Center, Carderock Division  
James Preston, Code 613  
9500 MacArthur Blvd.  
West Bethesda, MD 20817-5700

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and acceptance shall be performed by the Government at destination by the Task Order Manager.

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## SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

52.211-8 TIME OF DELIVERY (JUN 1997)

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

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF TASK ORDER
1000 - 3000	ALL	Three (3) years

(End of clause)



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## SECTION G CONTRACT ADMINISTRATION DATA

### G17S TOM APPOINTMENT (AUG 2005)

(a) The Task Order Ordering Officer hereby appoints the following individual as the Task Order Manager (TOM) for this task order:

Name: James Preston

Code: 6130

Mailing Address: 9500 MacArthur Blvd., West Bethesda, MD 20817-5700

Telephone: (301) 227-4806

[james.a.preston@navy.mil](mailto:james.a.preston@navy.mil)

(b) The TOM is responsible for those specific functions assigned in the Task Order Administration Plan, attached.

(c) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Order Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, or basic contract PCO has issued a formal modification.

### **CAR-G11 INVOICE INSTRUCTIONS (DEC 2007) (NSWCCD)**

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Surface Warfare Center, Carderock Division (NSWCCD) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the

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company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (*contracting officer check all that apply*)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

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

Issue DODAAC	<u>N00167</u>
Admin DODAAC	<u>S5111A</u>
Pay Office DODAAC	<u>HQ0338</u>
Service Approver DODAAC	<u>N00167</u>
Ship To DODAAC	<u>N00167</u>
DCAA Auditor DODAAC	<u>HAA632</u>

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

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(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:
<a href="mailto:james.a.preston@navy.mil">james.a.preston@navy.mil</a>

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS WinS for electronic end to end invoicing until the functionality of WinS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NSWCCD WAWF point of contact Kay Wade at (301) 227-1172 or Karen.l.wade@navy.mil.

(End of Clause)

#### 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 37,500 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 zero 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 240hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective,

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provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

Fee Reduction = Fee x ((Required LOE minus Expended LOE)divided by Required LOE)

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

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

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

(j) 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)

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

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cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ESTIMATED

ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	PERIOD OF PERFORMANCE
100001	\$69,444.00	\$5,556.00	3 years
100002	\$56,481.00	\$4,519.00	3 years
100003	\$18,519.00	\$1,481.00	3 years
100004	\$18,519.00	\$1,481.00	3 years
100005	\$17,224.00	\$1,376.00	3 years
300001	\$ 1,000.00	N/A	3 years
300002	\$ 3,000.00	N/A	3 years

(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 100001-100005 and CLINs/SLINs 300002 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

FUNDING PROFILE

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

The following details funding to date:

Total Contract CPFF	Funds This Action	Previous Funding	Funds Available	Balance Unfunded
\$2,454,561	\$41,600	\$157,000	\$198,600	\$2,255,961

(End of Clause)

Accounting Data

SLINID	PR Number	Amount
100001	80105614	75000.00
LLA :		
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 081613081650		
100002	80360426	61000.00
LLA :		
AB 21 2007 2040.0000 U4 2007 08 8140 62272089600 2514 0JB653 NA 22079 00008735 W81EWF7 3104667/AA		

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100003 80370810 20000.00  
 LLA :  
 AC 97X4930 NH1C 000 77777 0 000167 2F 000000 081508040415

300001 80105614 1000.00  
 LLA :  
 AA 97X4930 NH1C 000 77777 0 000167 2F 000000 081613081650

MOD 1

100004 80565617 20000.00  
 LLA :  
 AD 97X4930 NH1C 000 77777 0 000167 2F 000000 081612037090

100005 80708989 18600.00  
 LLA :  
 AE 97X4930 NH1C 000 77777 0 000167 2F 000000 081916630010

300002 80708989 3000.00  
 LLA :  
 AE 97X4930 NH1C 000 77777 0 000167 2F 000000 081916630010

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

### 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.

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

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

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

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

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

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

(f) Evaluation Schedule. Each performance evaluation period will be 12 months in length. The Government will evaluate all work performed by the contractor at any time during the twelve-month period unless waived by the Contracting Officer in accordance with paragraph (a) of this clause. Following each evaluation period, the Contracting Officer (or Contract Negotiator if so designated by the Contracting Officer and the COR/TPOC/ToM, as appropriate, will hold a meeting with the contractor’s Senior Technical Representative to review performance under the task order, including overall trends, specific problem areas, if any, and their resolution. Other Government and contractor personnel may also participate as deemed appropriate.

(g) Contractor’s Review of the Evaluation Report and Self-Evaluation. The Contracting Officer will provide the evaluation report to the contractor as soon as practicable after completion of the evaluation. Contractors shall be given a minimum of 15 calendar days to submit comments, rebut statements, or provide additional information. The contractor may also submit a Self-Evaluation Report for consideration. The report must include an overall performance rating for the contract or task order covering the evaluation period and may include whatever information the contractor deems relevant to support that rating. The report shall not exceed two (2) pages in length.

(h) Incentive Determination. The Contracting Officer will make an incentive determination for each task order at the end of each evaluation period. The determination will be based upon the COR’s/TPOC’s/ToM’s recommendations, the contractor’s comments including any Self-Evaluation Report, and any other information deemed relevant by the Contracting Officer. The Contracting Officer shall resolve disagreements between the COR’s/TPOC’s/ToM’S recommendations and the contractor’s comments/report regarding the evaluation. The Contracting Officer’s incentive determination is unilateral and final. The Contracting Officer will document the determination and provide a copy to the contractor.

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

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

52.251-1 GOVERNMENT SUPPLY SOURCES (Apr 1984)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be "Government-furnished property," as distinguished from "Government property." The provisions of the clause entitled "Government Property," except its paragraphs (a) and (b), shall apply to all property acquired under such authorization.

(End of Clause)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (NOV 2004)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement:

Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under non-mandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to

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terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address (include point of contact and telephone number):

Government Remittance Address (include point of contact and telephone number):

(End of clause)

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

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

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

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

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

(1) assign additional work under the task order;

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

(3) increase or decrease the contract price or estimated amount (including fee), as applicable,

the level of effort, or the time required for task order performance; or

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

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order

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

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

(End of Clause)

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## **SECTION J LIST OF ATTACHMENTS**

Performance Based Evaluation Table

TOM Appointment Letter