

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 13-Jan-2010	4. REQUISITION/PURCHASE REQ. NO. 93529832		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CARDEROCK DIVISION, MARYLAND 9500 MacArthur Blvd West Bethesda MD 20817	CODE N00167	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)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4026-FD02
		10B. DATED (SEE ITEM 13) 16-Nov-2006
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)
SEE SECTION G

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) Unilateral modification IAW FAR Clause 52.232-22 Limitation of Funds

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)	
		[REDACTED]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY [REDACTED]	13-Jan-2010
		(Signature of Contracting Officer)	

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 03	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to add an increment of funding in the amount of \$175,000.00 and incorporate a funding SLIN. Accordingly, said task order is modified as follows:

(a) The following SLIN is hereby established and incremental funding is added as follows:

<u>SLIN</u>	<u>Amount funded by</u>	<u>Requisition</u>	<u>Number</u>	<u>ACRN</u>
100004	\$175,000.00		93529832	AA

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

The total amount of funds obligated to the task is hereby increased by \$175,000.00 from \$525,000.00 to \$700,000.00.

The total value of the order is hereby increased by \$0.00 from \$874,760.00 to \$874,760.00.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 03	PAGE 1 of 15	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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	Contracting Policy and Procedures Services (OTHER)	1.0 Lot	██████████	██████████	\$872,260.00
100001	Incremental funding in the amount of \$172,500 OH (OTHER)				
100002	Incremental funding in the amount of \$175,000 OH (OTHER)				
100003	Incremental funding in the amount of \$175,000 OH (OTHER)				
100004	Incremental funding in the amount of \$175,000 OH (OTHER)				

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3000	Not-to-Exceed \$2,500.00 misc. travel expense including any applicable indirect expenses. (TBD)	1.0 Lot	\$2,500.00
300001	Incremental funding in the amount of \$2,500 OH funding (TBD)		

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 03	PAGE 2 of 15	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS)

Contract Policy and Procedures Analyst Services for the Naval Surface Warfare Center, Carderock Division

Acquisition Management Division

This is a performance-based acquisition for Contract Support structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels described below in the "Performance Requirements Summary" and the evaluation methods described in provision CAR H09 in Section H.

1.0 SCOPE

1.1 This Performance Work Statement sets forth the requirements for one (1) full-time contractor to provide expert contract policy support to the Policy and Systems Section, Code 3311, in the Acquisition Policy & Programs Branch (Code 3310), at the Naval Surface Warfare Center, Carderock Division (NSWCCD).

1.2 The contractor shall review and analyze various higher level contract policy and procedural documents to determine their applicability to the NSWCCD contracting process. The contractor shall prepare drafts of contracting guidance documents, instructions, policy memoranda and similar documents that implement these higher level contract policy and procedural documents. The contractor shall research contract law, regulation, and precedent as required.

1.3 The contractor shall be responsible for maintaining the NSWCCD large purchase and simplified acquisition Drafting Guides of contract clauses and provisions used by contract specialists and others in the preparation of solicitations and contracts. The contractor shall also maintain the database of (i) NSWCCD-unique clauses; (ii) clause templates for the Small Business Innovation Research (SBIR) contracts; and (iii) clause templates for commercial and noncommercial purchase orders to be placed using simplified acquisition procedures.

1.4 The contractor shall provide other contracting support in areas such as quality assurance reviews, responding to data calls, report writing, etc.

2.0 APPLICABLE DOCUMENTS

None

3.0 Requirements

The contractor shall be knowledgeable regarding Navy contracting policy and practices and shall be proficient in the use of Microsoft Office applications such as MSWord, MS Excel, etc., to efficiently perform the required tasks. The requirements described in this performance work statement shall be met by one person assigned to work full time on site at NSWCCD rather than by multiple persons assigned to work part time, reporting to work on different days each week, so as to equal one full time equivalent.

3.1 Requirements/Tasks

The contractor shall perform the following tasks in relation to contracting policies, procedures, and processes:

- (a) Contract policy and procedures support
- (b) Maintenance of the Large Purchase and Simplified Acquisition Drafting Guides

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 03	PAGE 3 of 15	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

(c) NSWCCD Clause Database Maintenance

(d) Other Contracting Support

3.1.1 Contract Policy Support

The contractor shall review various policy and procedural documents obtained from but not limited to Navy, DoD, OFPP, GAO, etc. to determine their applicability to the NSWCCD contracting process. The contractor shall prepare drafts of implementing guidance documents, instructions, policy memoranda and similar documents for review by Code 3310 prior to use by contract specialists. Such documents may also provide assistance, to NSWCCD engineering and technical support personnel.

The contractor shall prepare summaries of higher level contract policy memoranda, and regulatory changes to the Federal Acquisition Regulation (FAR), Defense FAR Supplement (DFARS), Navy Marine Corps Acquisition Regulation Supplement (NMCARS), Navy Marine Corps Acquisition Guide (NMCAG), and the Naval Sea Systems Command (NAVSEA) Contracts Handbook. Summaries shall explain the policy and/or procedural changes included in the policy memoranda/regulatory change, and include an assessment of the impact on NSWCCD contracting personnel. The contractor shall submit all memoranda to Code 3310 for final policy approval.

The contractor shall review existing NSWCCD local contract guidance documents, policy memoranda and similar documents and recommend changes necessary to maintain currency.

The contractor shall research contract law, regulation, and precedent as required to perform the above stated tasks.

3.1.2 Maintenance of the Large Purchase and Simplified Acquisition Drafting Guides

The contractor shall be responsible for maintaining the NSWCCD large purchase and simplified acquisition contract Drafting Guides used by contract specialists in the preparation of solicitations and contracts. These guides contain all clauses and provisions from the Federal Acquisition Regulation (FAR), Defense FAR Supplement (DFARS), and Navy Marine Corps Acquisition Regulation Supplement (NMCARS), that are applicable to NSWCCD solicitation and contracts. For each clause/provision entry, the Drafting Guides contain detailed information such as the clause number and date, clause title, regulatory reference and usage statement, uniform contract format section, etc. The contractor shall also make recommendations on the selection of contract clauses and special terms and conditions for various types of contracts required to satisfy NSWCCD requirements.

3.1.3 NSWCCD Clause Database Maintenance

The contractor shall be responsible for maintaining within the Standard Procurement System (SPS) database, all (i) NSWCCD-unique clauses and provisions; (ii) templates for Small Business Innovation Research (SBIR) Phase I and II contracts, including all applicable FAR and DFARS clauses; and (iii) clause templates for both commercial and noncommercial purchase orders to be placed using simplified acquisition procedures.

3.1.4 Other Contracting Support

The contractor shall assist in the implementation of quality assurance reviews of the Acquisition Management Division, including scheduling internal contracting process reviews, summarizing results, drafting recommendations, and maintaining metrics and files pertaining to the reviews.

The contractor shall assist in the preparation of reports pertaining to the performance of the Acquisition Management Division, such as the Procurement Performance Management Assessment Program status reports, responses to procurement reviews conducted by external sources, and recurring monthly and quarterly reports as well as "ad hoc" special reports.

The contractor shall assist in coordinating and preparing responses to procurement data calls, including those generated from external sources as well as those in support of NSWCCD internal management.

The contractor shall prepare, organize, file, and distribute contract policy documents as necessary.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 03	PAGE 4 of 15	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

The contractor shall support the contract office operations in other areas as requested and in accordance with priorities established by the Government's technical representative.

4.0 Government Furnished Items

4.1 Government Furnished Information (GFI)

The Government will provide the contractor all data required for data input and data maintenance. The Government will also provide the Contract Policy Analyst access to relevant contract instructions, manuals, software programs and intranet links as required to perform the tasks outlined in section 3.

5.0 Data Deliverables

5.1 All tasking deliverables shall be in contractor format. Deliverables shall be submitted within the timeframe specified by the Government Task Order Manager (TOM).

5.2 The contractor shall submit a monthly status report of activities conducted, including a summary of work completed, labor hours expended, funding expended, and any outstanding issues. The status report shall be provided electronically to the Government Task Order.

Manager.

6.0 Task Order Manager

██████████ Policy and Systems Section Head, Code 3311, ██████████ is the Task Order Manager (TOM) for this Task Order.

7.0 Place of Performance

Work shall be performed on site at the NSWC Carderock Division, West Bethesda MD.

8.0 Travel

Travel to the NSWCCD site located in Philadelphia PA may be required for performance of the efforts described herein. If required, such travel would be infrequent and would likely not exceed one to two days in length.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 03	PAGE 5 of 15	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION D PACKAGING AND MARKING

Packaging and Marking in accordance with Section D of the base IDIQ contract.

MARK FOR:

N00167

Task Order Manager

[REDACTED]

Code 3311

Carderock Div., Naval Surface Warfare Center

West Bethesda, MD 20817-5700

[REDACTED]

[REDACTED]

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 03	PAGE 6 of 15	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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



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	5 YEARS AFTER DATE OF TASK ORDER

MARK FOR:

N00167

Task Order Manager



Code 3311

Carderock Div., Naval Surface Warfare Center

West Bethesda, MD 20817-5700



CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 03	PAGE 8 of 15	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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:

Task Order Manager

[REDACTED]
Code 3311
Carderock Div., Naval Surface Warfare Center
9500 MacArthur Boulevard
West Bethesda, MD 20817-5700
[REDACTED]
[REDACTED]

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

(c) Only the Contracting Ordering Officer (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.

Ddl-G-21 TYPES OF ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS

This Task Order shall be issued on a Cost-Plus-Fixed-Fee (Term) basis.

NAVSEA 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
SLIN 100001	[REDACTED]	[REDACTED]	5 years after award
SLIN 100002	[REDACTED]	[REDACTED]	5 years after award
SLIN 100003	[REDACTED]	[REDACTED]	5 years after award
SLIN 100004	[REDACTED]	[REDACTED]	5 years after award
SLIN 300001	[REDACTED]	[REDACTED]	5 years after award

(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.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 03	PAGE 9 of 15	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

(c) CLINs/SLINs 100001 through 100004, and 300001 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 5252.216-9122 LEVEL OF EFFORT (JUL 1986)

(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 for a total of [REDACTED] total man-hours of direct labor over a five year period.

(b) Of the total man-hours of direct labor set forth above, it is estimated that (Offeror to fill-in) [REDACTED] 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, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 40 hours 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 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

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 03	PAGE 10 of 15	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

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".

(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	Electronic
Issuing Office DODAAC	N00167
Admin DODAAC	S2404A
Inspector DODAAC (if applicable)	N/A
Acceptor DODAAC	N00167
LPO DODAAC (if applicable)	N/A
Pay DODAAC:	HQ0338
DCAA Auditor DODAAC (if applicable)	HAA031

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

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 03	PAGE 11 of 15	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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:

[REDACTED]

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

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NSWCCD WAWF point of contact [REDACTED]

(End of Clause)

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Accounting Data
SLINID  PR Number          Amount
-----  -
100001  63007305          172500.00
LLA :
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 992330010031

300001  63007305           2500.00
LLA :
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 992330010031

BASE Funding 175000.00
Cumulative Funding 175000.00

MOD 01

100002  73185717          175000.00
LLA :
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 992330010031

MOD 01 Funding 175000.00
Cumulative Funding 350000.00

MOD 02

100003  83526021          175000.00
LLA :
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 992330010031

MOD 02 Funding 175000.00
Cumulative Funding 525000.00

MOD 03

100004  93529832          175000.00
LLA :
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 992330010031

MOD 03 Funding 175000.00
Cumulative Funding 700000.00

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CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 03	PAGE 12 of 15	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

CAR-H09 Performance-Based Acquisition Evaluation Procedures for a SeaPort e Task Order (MAR 2006) (NSWCCD)

(a) Introduction: The contractor's performance on this task order will be evaluated by the Government, in accordance with this task order clause. The first evaluation will cover the period ending twelve months after the date of task order award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under the task order. Based on the evaluation results, the PCO will assign an overall performance rating in accordance with paragraph (b) of this clause. The purpose of the evaluation is to determine remedies that may be invoked due to "Unsatisfactory" performance. If the PCO assigns an "Unsatisfactory" performance rating for the period evaluated, the PCO may take unilateral action, in accordance with clause 52.246-5 entitled "Inspection of Services-Cost Reimbursement", dated Apr 1984, in Section E of the base contract, to provide for a fee reduction covering the performance period evaluated. This clause provides the basis for evaluation of the contractor's performance and for determining if the fee amount should be reduced due to "Unsatisfactory" performance.

(b) Performance Ratings: The Government will evaluate the contractor's performance of the Statement of Work under the task order for each twelve month period of performance, using the measurable performance standards set forth in the Performance Requirements Summary Table in the SOW, or elsewhere in the task order, and the PCO will assign one of the following ratings:

- (1) Excellent
- (2) Very Good
- (3) Satisfactory
- (4) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

Table 1: Overall Performance Ratings

For The Evaluation Period

Overall Performance Rating Standard

Excellent "Excellent" ratings for all performance evaluation criteria.

Very Good A combination of "Excellent" and "Satisfactory" ratings determined by the PCO to exceed "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) Evaluation Objective: The purpose of the evaluation and the inclusion of a remedy to the Government for unsatisfactory contractor performance under this task order is to ensure that the Government receives at least "Satisfactory" overall performance.

(d) Performance Evaluation Criteria: The contractor's performance will be evaluated on an annual basis using the criteria and standards provided as an attachment.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 03	PAGE 13 of 15	FINAL
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(e) Organization: The performance evaluation organization consists of the Procuring Contracting Officer (PCO), who will serve as the Evaluation Official, and the Task Order Manager (ToM).

(1) ToM: The ToM will provide ongoing performance monitoring, evaluate task performance based on the task order Performance Requirements Summary, prepare the evaluation report, including a recommended overall performance rating, and submit the report to the PCO for final decision within thirty days after the end of the evaluation period. The ToM will maintain the written records of the contractor's performance so that a fair and accurate evaluation is made.

(2) Procuring Contracting Officer (PCO): The PCO is responsible for properly administering the performance evaluation process, maintaining the official performance evaluation file, and making the decision about the overall performance rating and whether to reduce the fee if performance is rated as unsatisfactory.

(f) Evaluation Schedule: Each performance evaluation will cover the previous twelve months of performance. The Government will evaluate all work under the task order performed by the contractor during the twelve-month period. Following each evaluation period, the PCO (or Contract Specialist if so designated by the PCO) and the ToM will hold a meeting with the contractor's Senior Technical Representative to review performance under the task order during the previous twelve months, including overall trends, specific problem areas, if any, and their resolution. Other Government and contractor personnel may also participate as deemed appropriate.

(g) Contractor's Self-Evaluation: The contractor may also submit a Self-Evaluation Report for consideration. The report must include an overall performance rating for the task order, covering the evaluation period, and may include whatever information the contractor deems relevant to support that rating. The report shall not exceed two (2) pages in length.

(h) Performance Evaluation: The PCO will make the decision on the overall performance rating for the work performed under the task order within thirty days after receipt of the evaluation report from the ToM. The decision will be based upon the ToM's recommendations, the contractor's comments, including any Self-Evaluation Report, and any other information deemed relevant by the PCO. The PCO shall resolve disagreements between the ToM's recommendations and the contractor's comments/report regarding the evaluation. The PCO will provide a copy of the evaluation report, including the overall rating, to the contractor within five working days after completion of the evaluation.

(i) Contractor's Review of the Evaluation Report: Contractors shall be given a minimum of 15 calendar days to submit comments, rebut statements, or provide additional information. The PCO shall consider the contractor's submission and respond as appropriate. Although the PCO will consider the contractor's comments, rebuttals, or additional information, the PCO may, or may not, change the overall rating. The decision to change the rating based on contractor input at this stage is solely at the discretion of the PCO.

(j) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by the base contract, such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE).

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 03	PAGE 14 of 15	FINAL
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SECTION I CONTRACT CLAUSES

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)

Clause 252.204-7004 "Disclosure of Information" contained in the base contract applies to this task order.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 03	PAGE 15 of 15	FINAL
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SECTION J LIST OF ATTACHMENTS

Performance Based Evaluation Standards and Criteria