DELIVERY ORDER

FINAL

1. CONTRACT NO.	2. DELIVERY ORDER NO.	3. EFFECTIVE DATE	4. PURCHASE REQUEST NO.
N00178-04-D-4100	000307	ORIG 11/18/2004 MOD 10/27/2005	N00024-06-MR-55004

5. ISSUED BY CODE N00024

Naval Sea Systems Command (NAVSEA)
Patricia Watchorn 02652W
BUILDING 197, ROOM 5w-2730 1333 ISAAC HULL AVENUE SE
WASHINGTON NAVY YARD, DC 20376-2040
patricia.watchorn@navy.mil 202-781-2207 Ext.

6. ADMINISTERED BY CODE S1103A

DCMA ATLANTA
2300 LAKE PARK DRIVE, SUITE 300
SMYRNA, GA 30080

7. CONTRACTOR CODE 1SEL4 FACILITY

Orbis Inc.
900 Island Park Dr. Suite 201E
Charleston, SC 29492
TIN: 57-1109339

8. DELIVERY DATE

See Section F

9. CLOSING DATE/TIME

SET ASIDE TYPE

10. MAIL INVOICES TO

See Section G

11. SHIP TO

See Section D

12. PAYMENT WILL BE MADE BY CODE HQ0338

DFAS Columbus Center,South Entitlement Operations
P.O. Box 182264
Columbus, OH 43213

13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

Orbis Inc.		Guy Mossman, CEO	
NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA

See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ ACCEPTED*	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: Joann M. Vitek 10/28/2005

CONTRACTING/ORDERING OFFICER

22. TOTAL

[redacted]

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		

The purpose of this modification is to 1) establish SLINs 0001AG and 0003AG; 2) transfer cost ceiling from SLIN 0001AA to SLIN 0001AG and from SLIN 0003AA to SLIN 0003AG; and 3) provide funding for this modification in the total amount of [redacted] Accordingly, this modification is modified as follows:

1. Under Section B, Supplies or Services and Prices:

(a) Establish SLINs 0001AG and 0003AG as follows:

Item	Description
0001AG	Base Period: Professional Support Services for SEA 04L5 Funding: O&MN.
0003AG	Base Period: Other Direct Costs in support of Item 0001AG. Funding: O&MN.

(b) Transfer cost ceiling from SLIN 0001AA to SLIN 0001AG and from SLIN 0003AA to SLIN 0003AG as follows:

0001AA	Cost	Fixed Fee	CPFF	Hours
From:	[redacted]			1 Lot
By:				(1 Lot)
To:				0

0001AG	Cost	Fixed Fee	CPFF	Hours
From:	[redacted]			0
By:				1 Lot
To:				1 Lot

0003AA	Cost	Total
From:	[redacted]	
By:		
To:		

0003AG	Cost	Total
From:	[redacted]	
By:		
To:		

2. Under Section F, Deliveries or Performance, add the period of performance for SLINs 0001AG and 0003AG as the date of this modification through 30 September 2006.

3. Under Section H, Special Contract Requirements, Allotment of Funds clause, paragraph (c), add SLINs 0001AG and 0003AG as fully funded items.

4. Under Section J, List of Attachments, add Attachment (8), the Financial Accounting Data (FAD) Sheet for this modification.

5. In accordance with the attached FAD sheet, funds are provided for this modification as follows:

Item	Est. Cost	Fixed Fee	CPFF	L-Hrs	Type Funds
0001AG	[redacted]			1 Lot	O&MN
0003AG				N/A	O&MN

6. As a result of modification, the total value of this task order is increased by [redacted] from [redacted] to [redacted] The total amount of funds obligated to the task order is increased by [redacted] from [redacted] to [redacted]

7. Except as modified herein, all other terms and conditions of said contract shall remain unchanged and in full force and effect.

For informational purposes only, a conformed copy of Sections B - J of this contract is attached to this modification, including the changes made herein. Attachments from the basic contract through the current modification are not included in this conformed contract modification unless specifically applicable to this modification. Financial Accounting Data sheets containing Accounting and Appropriation Data relating to this modification are also attached to this modification.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

[redacted]

0001

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AA	Base Period: Professional Support Services for SEA 04L5 (O&MN,N) Option	1.0	Lot	[redacted]		

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AB	Base Period: Professional Support Services for SEA 04L5 (O&MN,N)	1.0	Lot	[redacted]		

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AC	Base Period: Professional Support Services for SEA 04L5 (O&MN,N)	1.0	Lot	[redacted]		

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AD	Base Period: Professional Support Services for SEA 04L5 (O&MN,N)	1.0	Lot	[redacted]		

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AE	Base Period: Professional Support Services for SEA 04L5 (O&MN,N)	1.0	Lot	[redacted]		

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AF	Professional Support Services for SEA 04L5. Funding: O&MN. (O&MN,N)	1.0	Lot	[redacted]		

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AG	Base Period: Professional Support Services for SEA 04L5 (O&MN,N)	1.0	Lot	[redacted]		

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001BA	Option Year One: Professional Support Services for SEA 04L5 (O&MN,N) Option	1.0	Lot	[redacted]		

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001CA	Award Term One: Professional	1.0	Lot	[redacted]		

```
       Support Services
       for SEA 04L5
       (O&MN,N)
       Option

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

0001DA Award Term Two:          1.0 Lot [redacted]
       Professional
       Support Services
       for SEA 04L5
       (O&MN,N)
       Option

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

0001EA Award Term Three:        1.0 Lot [redacted]
       Professional
       Support Services
       for SEA 04L5
       (O&MN,N)
       Option


For ODC Items:

Item   Supplies/Services Qty        Unit Est. Cost
------ ----------------- ---------- --- ------------

0003                                    [redacted]

0003AA Base Period:             1.0 Lot
       Other Direct
       Costs in Support
       of SLIN 0001AA
       (O&MN,N)
       Option

0003AB Base Period:             1.0 Lot
       Other Direct
       Costs in Support
       of SLIN 0001AB
       (O&MN,N)

0003AC Base Period:             1.0 Lot
       Other Direct
       Costs in Support
       of SLIN 0001AC
       (O&MN,N)

0003AD Base Period:             1.0 Lot
       Other Direct
       Costs in Support
       of SLIN 0001AD
       (O&MN,N)

0003AE Other Direct             1.0 Lot
       Costs in support
       of SLIN 0001AE
       (O&MN,N)

0003AF Other Direct             1.0 Lot
       Costs in support
       of SLIN 0001AF.
       Funding: O&MN.
       (O&MN,N)

0003AG Base Period:             1.0 Lot
       Other Direct
       Costs in Support
       of SLIN 0001AG
       (O&MN,N)

0003BA Option Year One:         1.0 Lot
       Other Direct
       Costs in Support
       of SLIN 0001BA
       (O&MN,N)
       Option

0003CA Award Term One:          1.0 Lot
       Other Direct
       Costs in Support
       of SLIN 0001CA
       (O&MN,N)
       Option
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0003DA	Award Term Two: Other Direct Costs in Support of SLIN 0001DA (O&MN,N) Option	1.0 Lot	[redacted]
0003EA	Award Term Three: Other Direct Costs in Support of 0001EA (O&MN,N) Option	1.0 Lot	

NOTE A - Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

NOTE B - Additional SLINs may be created to accommodate the types of funds that shall be used to fund this effort.

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST TYPE)

(NAVSEA) (FEB 1997)

This entire contract is cost type.

PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to percent ( ) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

(NOTE)

Percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money.

SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 PURPOSE

Work to be performed under this contract will support SEA 04L5 with program management, planning, business operations/improvement and technical support services for COMNAVSEASYSCOM's Navy-wide Configuration Management program. These services support Configuration Management, Configuration Status Accounting, shipboard logistics program management and business improvement for new acquisition programs, life-cycle management, new construction, Fleet Modernization Program (FMP), and foreign ship transfers programs. The contractor shall provide expert support to the Government to develop and implement key components of the Configuration Management strategy and to provide analytical, logistics and technical assistance for emergent work related to Configuration Management. The services below support both domestic programs and foreign ship customer's interests.

1.1 BACKGROUND

The Configuration Management Program focuses on maintaining continuity of ship design, systems engineering and related cost and readiness factors. Overall program efforts are concerned with monitoring factors related to technical performance, productivity, operability and supportability of configuration management, design control, weapon systems acquisition, logistic support, and material management. SEA 04L5 requires contractor support to perform specific program management and business improvement support tasks relative to Configuration Management, Ship Configuration Logistics Support Information System (SCLSIS), Integrated Logistics Support (ILS), Enterprise Resource Planning (ERP), SHIPMAIN (Ship Maintenance), Integrated Logistics Overhauls (ILO) and assist with applying business practices and lessons learned to the New Construction and foreign ship transfer programs.

1.2 SCOPE

The scope of services required by this contract encompass all aspects of the Configuration Management Program with the exception of Naval Nuclear Propulsion managed by SEA 08. The performance standards and assessment plan described below are applicable to the total scope of services being performed under this task order.

1.2.1 Performance Standards. The following performance standards serve as a basis for determining whether performance outcomes have been satisfactorily achieved and the delivery of service is considered acceptable:

1.2.1.1 The delivery requirements shall be consistent with needs of the mission and deadlines as identified by task managers.

1.2.1.2 Technical and status reports shall be factually accurate and complete, in accordance with NAVSEA and Navy Standards/policy, reflect high quality and adhere to due dates and deadlines.

1.2.1.3 Deliverables, including studies and analyses, acquisition support, presentations and other knowledge management functions, shall be measured through customer feedback.

1.2.1.4 Services shall reflect innovative, technological, and management techniques employed to increase efficiencies and control cost.

1.2.1.5 All deliverables must be fully compatible with Navy Marine Corps Intranet (NMCI) format for Microsoft Word, Excel, PowerPoint, Access, and other application programs.

1.2.1.6 Other standards and deliverables as mutually agreed to by both the government and contractor.

1.2.2 Performance Assessment Plan. The following performance assessment plan serves as a basis for assessing contractor performance.

1.2.2.1 Government review and assessment of deliverables and products. Periodic reports from contractor of work accomplished, including weekly reports of active and completed tasks and indication whether sponsor was satisfied or not satisfied based upon customer feedback.

1.2.2.2 Random and periodic sampling of report data by branch heads or higher.

1.2.2.3 Quarterly program reviews at the contractor site to review budget and scheduling, and to resolve any identified issues.

2.0 SPECIFIC TASKS

2.1 PROGRAM MANAGEMENT SUPPORT

2.1.1 The contractor shall provide management and technical expertise to the NAVSEA Configuration Program Manager and staff members to ensure that the program achieves its goals and objectives and that all deliverables are of the highest professional quality and are delivered in accordance with agreed upon dates/milestones. Program Management support will include, but is not limited to, the following:

2.1.1.1 Provide technical support and management expertise to the

NAVSEA Configuration Management Program Manager.

2.1.1.2 Investigate new technologies relative to Integrated

Logistics Overhaul (ILO) and configuration management. Provide applicable performance metrics and cost indicators.

2.1.1.3 Evaluate current ILO and configuration management systems. Compare requirements and capabilities with new technologies.

2.1.1.4 Review and recommend new approaches or modifications to existing ILO and configuration management policies/procedures and support services, including outsourcing and Business Case Analyses (BCA).

2.1.1.5 Develop ships' systems/equipment configuration data audit/validation techniques. Serve as Audit/Validation Chairperson. Provide analyses and recommendations for issues.

2.1.1.6 Research and develop briefings/presentations and provide facilitator services for technical/business operations meetings as requested by the Government. Provide drafts or finished products, as required.

2.1.1.7 Interact with Configuration Management customers to improve service delivery. Assist in the management and operation of SCLSIS.

2.1.1.8 Conduct strategic planning, development of program documentation, systems analysis and review/revision of technical specifications.

2.1.1.9 Investigate, analyze, and develop a methodology to establish the correlation between configuration accuracy and supply readiness on Navy ships as measured by Coordinated Shipboard Allowance List (COSAL) effectiveness.

2.1.1.10 Develop guidelines for the purposes of certifying/evaluating Configuration Data Managers (CDM) and serve as a member of the CDM Certification Team.

2.1.1.11 Participate and facilitate fleet and Configuration Management (CM) Community forums such as Fleet Logistics Support Improvement Conference (FLSIC), CDM/In-Service Engineering Agent (ISEA) conference, Program Office CM meetings, and Automated Identification Technology (AIT) meetings.

2.1.1.12 Assist in developing a viable set of CM metrics to assess the value of processes and to support process improvement efforts.

2.1.1.13 Provide status on all tasking as requested by the government.

2.1.1.14 Knowledge of SHIPMAIN/FMP (Ship Maintenance/Fleet

Modernization Program) processes.

2.1.2 Security. Proposed individual must possess or be able to obtain a SECRET clearance prior to commencing work under this contract.

2.1.3 Place of Performance. The primary place of performance shall be the Contractor's facility in the Norfolk, VA area. Liaison with government representatives will require at a minimum monthly visits to government sites.

2.2 SUBJECT MATTER EXPERT/CONSULTANT SUPPORT

2.2.1 The contractor shall provide subject matter and technical expertise to the NAVSEA Configuration Program Manager and staff members to ensure that the program achieves its goals and objectives and that all deliverables are of the highest professional quality and are delivered in accordance with agreed upon dates/milestones. Subject Matter Expert Support will include, but is not limited to, the following:

2.2.1.1 Perform duties to support the NAVSEA Enterprise Resource Planning (ERP) Systems Applications

& Products (SAP) convergence. Duties include acting as the solution architect for SAP Master Data designing the edit mask and structure indicator for functional locations and equipment master records mapping legacy system Configuration Data Managers' Database – Open Architecture (CDMD-OA) functionality, related business processes and ship's data elements into the Navy ERP/SAP maintenance solution.

2.2.1.2 Perform business blueprinting using the Accelerated SAP (ASAP) tool to import and examine existing legacy systems functionality (source code information) into SAP to identify efficiencies, such as adding a "Record Type 6" to CDMD-OA to promote efficient data migration of material condition (single source vs. multiple sources) into SAP.

2.2.1.3 Conduct SAP demonstrations and configure SAP's Plant Maintenance and Material Modules using business blueprint results to conduct unit and integration test; perform pre and post go-live engineering support that generates and approves software trouble requests, and engineering change proposals; writes business processes for implementation into the SAP solution to resolve software, functional or operational training problems.

2.2.1.4 Participate with the ERP Afloat Deployment Team to identify solutions that will create and manage SAP software for a fleet hub instance, installing SAP functionality on ships by migrating existing legacy onboard ship's databases functionality into a shipboard SAP and data path migration of Automated Identification Technology (AIT) on equipment via Pocket Data Management devices.

2.2.1.5 Continue operations for legacy Configuration Data Systems and modify/improve/upgrade legacy Configuration Data Systems.

2.2.1.6 Serve as Configuration Management representative for SEA 04L5 to the ERP Convergence program. Duties include base-lining the NAVSEA, NAVAIR, NAVSUP SAP instances by performing functional configuration audits on the software, managing future configuration changes via the Configuration Control Board of all SAP instances and designing a master data management technical object strategy for expanding the existing functional location structure.

2.2.1.7 Perform investigations, feasibility studies, and provide trouble-shooting expertise with regard to CDMD-OA/Revised Alternative Dataflow (RAD) and its interfaces with shipboard OMMS-NG and SNAP computer systems. Perform analyses and trouble shoot interface file and data problems between CDMD-OA, shipboard OMMS/SNAP systems and NAVICP. Provide input to training curriculum and assist in preparing training materials.

2.2.1.8 Conduct training on CDMD-OA/RAD. Provide technical support to all ships. Assist in documenting emerging software and prepare and implement maintenance procedures to control and refine emerging software systems.

2.2.1.9 Serve as team lead for the Configuration Status Accounting (CSA) Problems and Resolution (CPAR) Group of the CDM/ISEA Committee. Monitor the interface between SPAWAR and NSLC Pacific on the software development and implementation of OMMS-NG. Research the source of illogical and invalid data and report to NSLC Pacific and SPAWAR. Determine how to clean up the affected data.

2.2.1.10 Serve as new construction POC for SEA 04L5, defining and coordinating necessary enhancements to CDMD-OA for the purpose of interfacing with the various shipbuilders' proprietary systems for several classes of ships, including LPD 17, LHD 7, DDG 51 and CVN 68.

2.2.1.11 Serve as NAVSEA CM technical resource to evaluate new policy and procedures relevant to shipboard configuration management and maintenance reporting and Maintenance Data Collection System (MDCS) interface with other systems or programs.

2.2.1.12 Serve as NAVSEA CM/Type Commander coordinator for all NAVSEA sponsored programs that work with or interface with the shipboard or shore based MDCS.

2.2.1.13 Assist in the development of documentation and procedures required to meet existing configuration management policy and appropriate levels of program certification. Assist in the development and interpretation of Software Change Requests relating to the RAD program. Provide on site assistance visits to ships and user sites as required resolving installation/operating problems and providing training.

2.2.1.1.4 Serve as technical resource in development/identification of CDMD-OA program changes and enhancements. Assist in the development and interpretation of Software Change Requests relating to the CDMD-OA program.

2.2.1.15 Provide strategic planning, development of program documentation, and systems analysis and review/revision of technical specifications.

2.2.1.16 Participate in Fleet and Configuration Management (CM) Community forums such as Fleet Logistics Support Improvement Conference (FLSIC), CDM/In-Service Engineering Agent (ISEA) conference, Program Office CM meetings, and Automated Identification Technology (AIT) meetings.

2.2.1.17 Provide status on all tasking as requested by the Government.

2.2.2 Security. Proposed individuals must possess or be able to obtain a SECRET clearance prior to commencing work under this contract.

2.2.3 Place of Performance. The primary place of performance shall be government sites in the Puget Sound, WA and Norfolk, VA area.

2.3 SCLSIS VALIDATION/AUDIT SUPPORT

2.3.1 The contractor shall propose and execute a plan to provide SCLSIS Validation/Audit support to the NAVSEA Configuration Program Manager to ensure that the program achieves its goals and objectives and that all deliverables are of the highest professional quality and are delivered in accordance with agreed upon dates/milestones. Tasking will include, but is not limited to, the following:

2.3.1.1 Propose and execute a plan for conducting SCLSIS Validations/Audits on east/west coast fleet/shore units as directed by and in accordance with SEA 04L policy utilizing the Total Onboard Material Configuration Audit Tool (TOMCAT).

2.3.1.2 Coordinate scheduling of ships to be validated/audited in support of the Continuous Integrated Logistics Support-Targeted Allowance Technique (CILS-TAT) process with the appropriate Type Commander, CDM, Ships Program Manager, and SEA04L.

2.3.1.3 Advise ships of confirmed validation/audit dates and validation/audit personnel security information.

2.3.1.4 Solicit potential validation candidates from TYCOM/ship.

2.3.1.5 Conduct other database maintenance validations as directed by SEA 04L.

2.3.1.6 Conduct in and out-briefs with ship's force personnel.

2.3.1.7 Report validation/audit results and provide CDMD-OA workfile to CDM using NAVSEA approved software.

2.3.1.8 Develop and maintain metrics of validation/audit efforts and report as directed by SEA 04L.

2.3.1.9 During audits, notify the CDM daily of configuration and alteration discrepancies, allowing ample time for resolution of disagreements prior to final acceptance and processing of failed audit records.

2.3.1.10 Provide status on all tasking as requested by the Government.

2.3.2 Level of Effort. It is anticipated that audits/validations of 45-50 ships per year will be required in support of this task.

2.3.3 Security. Proposed individuals must possess or be able to obtain at least a SECRET clearance prior to commencing work under this contract.

2.3.4 Place of Performance. The primary place of performance shall be the Contractor's facility in Norfolk, VA area and onboard U.S. Navy ships.

2.3.5 Government Furnished Equipment. The government will furnish the following hardware/software and database access necessary for conducting audits/validations.

2.3.5.1 Convertible laptops for each audit/validation team member

2.3.5.2 Portable printer

2.3.5.3 TOMCAT Software and associated programming support

2.3.5.4 Access to CDMD-OA and NAVSEA Data Environment-Navy Modernization (NDE-NM)

2.4 SHIP SELF-VALIDATION SUPPORT

2.4.1 The contractor shall provide Ship Self-Validation support to the NAVSEA Configuration Program

Manager to ensure that the program achieves its goals and objectives and that all deliverables are of the highest professional quality and are delivered in accordance with agreed upon dates/milestones. Tasking will include, but is not limited to, the following:

2.4.1.1 Provide shipboard personnel a list of equipment that has not been validated within the last four years, on an annual basis. Shipboard personnel will use this list to select validation candidates for on board validation efforts.

2.4.1.2 Receive validation completion information from each ship and review for completeness and discrepancies (i.e., equipment has been removed since the candidate list was generated). Provide feedback to submitting activity for clarification of identified problems. These validations may be received in hard copy or electronic format.

2.4.1.3 Maintain statistical records on each ship broken down by TYCOM and provide reports to appropriate TYCOM on a quarterly basis.

2.4.1.4 Perform shipboard visits to assist in setting up a validation program and to clarify any discrepancies noted in shipboard record submissions.

2.4.1.5 Build and submit work files in CDMD-OA, recording the completion date of the validation and changing the Equipment Validation Date (date last validation reported split into month and year), VSAC (Validation Source and Action Code), ISC (Installation Status Code) and RNV (Reason not validated) as required.

2.4.1.6 Statistical reports will be provided to SEA 04L5 on the status of the shipboard validation program activity. Quarterly reports will be provided specifying the percentages of equipment validated on each ship.

2.4.1.7 Provide status on all tasking as requested by the Government.

2.4.2 Security. Proposed individuals must possess or be able to obtain at least a CONFIDENTIAL clearance prior to commencing work under this contract.

2.4.3 Place of Performance. The primary place of performance shall be at the Contractor's facility in the Norfolk, VA area and onboard U.S. Navy ships.

3.0 DELIVERABLES

A001 Monthly Project Status Reports in accordance with format established by SEA 04L5.

A002 Trip Reports within 5 days of completing travel, providing attendees, and a description of activities conducted on the trip and product delivered or completed as a result of the trip.

A003 Technical/management documentation as required – to include reports, documents, agendas, spreadsheets, presentations/briefings, white apers, Memorandums of Agreement and Understanding (MOA/MOU), and Plan of Action and Milestones (POA&M).

4.0 SECURITY

All contractor personnel requiring access to the Government workspaces will complete a National Agency Check (NAC). If an emergency situation exists, and the contractor requires access to the Government workspace in advance of completing the NAC, the contractor employee may begin work with a waiver from the COR. Completion of submission requirement for the NAC is required for waiver approval.

Personnel may be required to possess up to a SECRET level security clearance or higher. These personnel must be able to acquire and maintain the appropriate level security clearance.

5.0 TRAVEL

In addition to local travel, the contractor will be required to travel throughout the Continental United States (CONUS) and to other foreign countries to provide support. In most cases the duration of travel will not exceed five (5) working days plus the required transit times, except during the conduct of validation/audits, which may require extended travel.

All travel shall be conducted in accordance with the Joint Travel Regulations.

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NAVSEA CAAS Study Team Review of Task Order No. N00178-04-D-4100-0003 – Determination: Labor – [redacted] CAAS, [redacted] Non-CAAS. ODCs - [redacted] Non-CAAS.

Justification: On 16 September 2005, NAVSEA CAAS Study Team Co-Chairmen Mr. Dave Diamantopoulos and Mr. Greg Nalepa reviewed the requirements addressed within subject Task Order. During the review it was determined that the labor requirements addressed within the subject task order are [redacted] CAAS as defined within Public Law 10 U.S.C., Section 2212.

SECTION D PACKAGING AND MARKING

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

SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance in accordance with Section E of the IDIQ contract.

SECTION F DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

1. Period of performance related to specific Technical Instruction(s):

Item 0001AE and 0003AE - 7/26/2005 - 12/30/2005. For all non-severable Section C tasks identified within Technical Instruction 203-01 (Task Order Attachment No. 7).

Item 0001AF and 0003AF - 8/9/2005 - 12/30/2005. For all non-severable Section C tasks identified within Technical Instruction 203-01 (Task Order Attachment No. 7).

2. Periods of Performance for all SLIN tasks not related to specific Techncial Instructions as noted above are as follows:

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

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0001AB                                  11/18/2004 - 9/30/2005
0001AC                                  3/28/2005 - 9/30/2005
0001AD                                  4/13/2005 - 9/30/2005
0001AE                                  7/26/2005 - 9/30/2005
0001AF                                  8/9/2005 - 9/30/2005
0001AG                                  10/27/2005 - 9/30/2006
0003AB                                  11/18/2004 - 9/30/2005
0003AC                                  3/28/2005 - 9/30/2005
0003AD                                  4/13/2005 - 9/30/2005
0003AE                                  7/26/2005 - 9/30/2005
0003AF                                  8/9/2005 - 9/30/2005
0003AG                                  10/27/2005 - 9/30/2006
```

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

```
0001AA                                  11/24/2004 - 11/23/2005
0001BA                                  11/24/2005 - 11/23/2006
0003AA                                  11/24/2004 - 11/24/2005
0003BA                                  11/24/2005 - 11/23/2006
```

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

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0001CA                                  11/24/2006 - 11/23/2007
0001DA                                  11/24/2007 - 11/23/2008
0001EA                                  11/24/2008 - 11/23/2009
0003CA                                  11/24/2006 - 11/23/2007
0003DA                                  11/24/2007 - 11/23/2008
0003EA                                  11/24/2008 - 11/23/2009
```

SECTION G CONTRACT ADMINISTRATION DATA

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.232-9104 -- ALLOTMENT OF FUNDS (MAY 1993)

(a) This task order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this task order 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 task order for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM	ALLOTTED TO COST	ALLOTTED TO FIXED FEE	CPFF	M/HS	EST. POP

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

(c) CLIN(s)/SLIN(s) 0001AB , 0001AC , 0001AD , 0001AE , 0001AF , 0001AG , 0003AB , 0003AC , 0003AD , 0003AE , 0003AF , 0003AG are fully funded and performance under CLIN(s)/SLIN(s) is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS

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

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

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

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

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

(d) Nothing in the foregoing paragraph shall be construed to excuse to Contractor from performing that portion of the contractual work statement which is not affected by the AWARD TERM CLAUSE. See Award Term Clause and Plan, Section J, Task Order Attachment 2.

Award Term Plan

1.0 INTRODUCTION

This is the basis for evaluation of the contractor's performance and for presenting an assessment of that performance to the term-determining official (TDO). The evaluation for the number of term points to be awarded will begin at the start of the Task Order.

Award-term contracting is effective when performance metrics are objective, a long-term business relationship is of value to the government and to the contractor, and the expected outcomes are known up-front. The specific criteria and procedures used for assessing the contractor's performance and for determining the award term earned are described herein. All TDO decisions regarding the award-term points—including, but not limited to, the number of points, if any; the methodology used to calculate the points; the calculation of the points; the contractor's entitlement to the points: and the nature and success of the contractor's performance—are final and not subject to dispute.

The award term will be provided to the supplier through unilateral task order modifications based upon points earned as determined by the TDO.

2.0 ORGANIZATION

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

3.0 RESPONSIBILITIES

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

b. Award-Term Review Board Chairperson. The ATRB chairperson chairs the meetings of the ATRB and appoints the non-mandatory members of the board and the performance monitors. The ATRB chairperson briefs the TDO on recommended earned term amounts and the contractor's overall performance and recommends award-term plan changes to the TDO.

c. Award-Term Review Board. ATRB members review performance monitors' evaluation of the contractor's performance, consider all information from pertinent sources, prepare interim performance reports, and arrive at the earned award-term points recommendation to be presented to the TDO. The ATRB will also recommend changes to this plan. An assessment of the contractor's performance will be done on a yearly basis, starting with the performance of Option 2 of this task order.

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

e. Contracting Officer (CO). The CO is the liaison between contractor and government personnel. Subsequent to the TDO decision, the CO evaluates the award-term points available and modifies the Task Order period of performance, if necessary, to reflect the decision.

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

4.0 AWARD-TERM PROCESSES

a. Available Award-Term Points. The earned award-term points will be based on the contractor's performance during each evaluation period. The available points for each evaluation period are shown below in Table 3. A score of 85 points is required for a one year term extension.

b. Evaluation Criteria. If the CO does not give specific notice in writing to the contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the following award-term evaluation period. Modifications to the plan shall take effect in the next evaluation period.

c. Interim Evaluation Process. Interim evaluations will be conducted six months after task order award, exercise of options and award of term extensions, if any. At the discretion of the TDO, interim evaluations may take place more frequently (e.g., at major milestones). The ATRB recorder notifies ATRB members and performance monitors 14 calendar days before the interim evaluation date. Performance monitors submit their evaluation reports to the ATRB 21 calendar days after this notification. The ATRB determines the interim evaluation results and notifies the contractor of the strengths and weaknesses for the current evaluation period. The CO may also issue letters at any other time when it is deemed necessary to highlight areas of government concern.

d. End-of-Period Evaluations. The ATRB recorder notifies ATRB members and performance monitors 14 calendar days before the end of the evaluation period. The contractor presents its self-assessment to the CO within five working days after the end of the evaluation period. This written assessment of the contractor's performance throughout the evaluation period may also contain any information that could be reasonably expected to assist the ATRB in evaluating its performance. The self-assessment may not exceed 20 pages. Performance monitors submit their evaluation reports to the ATRB 14 calendar days after the end of the evaluation period. Copies shall be provided to the contractor; the contractor is then given an opportunity to address the performance monitor evaluations. The ATRB prepares its evaluation report and recommendation regarding earned or unearned award-term points. The ATRB briefs the evaluation report, and recommendation to the TDO within 30 calendar days after the end of the evaluation period. The TDO determines the overall award-term points for the evaluation period within 45 calendar days after each evaluation period. The TDO letter informs the contractor of the earned award-term points. Upon the award of sufficient award term-points, the CO issues a contract modification within 15 calendar days after the TDO's decision is made authorizing an award extension or reduction based on the earned or unearned award-term points.

5.0 AWARD-TERM PLAN CHANGE PROCEDURE

The TDO may unilaterally change this plan prior to the beginning of an evaluation period. In addition, the contractor may recommend changes to the plan no later than 30 days prior to the beginning of the new evalaution period. The contractor will be notified of changes to the plan by a modification to the task order, before the start of the affected evaluation period. Changes to this plan that are applicable to a current evaluation period will be incorporated by the mutual consent of both parties.

AWARD TERM ORGANIZATION

TABLE 1, MEMBERS

Term Determining Official:	TBD 04L Personnel
Award Term Review Board Chairperson:	TBD 04L Personnel
Award Term Review Board Members:	
Member(s)	TBD (04L Personnel)
Contracting Officer	SEA 02552 or representative
Recorder	TBD 04L Personnel

TABLE 2, PERFORMANCE MONITORS

Area of Evaluation	Performance Monitor(s)
Cost Performance	Task Managers
Organization and Management	Task Managers
Quality of Work/Schedule	Task Managers

The Government reserves the right to make substitutes for award term organization members and performance monitors.

AWARD TERM ALLOCATION BY EVALUATION PERIODS

The award term earned by the contractor will be determined at the completion of evaluation periods shown below. The award term points shown corresponding to each period are the maximum available award term amount that can be earned during that particular period.

TABLE 3.

Evaluation Period	From	To	Available Award Term Points
First	Task Order Award	12 months thereafter	100
Second	Exercise of Option 1	12 months thereafter	100
Third	Exercise of Award Term 1	12 months thereafter	100
Fourth	Exercise of Award Term 2	12 months thereafter	100
Fifth	Exercise of Award Term 3	12 months thereafter	100

OVERALL GRADE DEFINITIONS AND CORRESPONDING AWARD TERM POINTS

Unsatisfactory Performance: Contractor's performance of most contract tasks is inadequate and inconsistent. Quality, responsiveness, and timeliness in many areas require attention and action. Corrective actions have not been taken or are ineffective.

Award Term Points: 0 – 40

Satisfactory Performance: Contractor's performance of most contract tasks is adequate with some tangible and intangible benefits to the Government due to contractor's effort or initiative. Although there are areas of better performance, these are more or less offset by lower-rated performance in other areas.

Award Term Points: 41-80

Excellent Performance: Contractor's performance of virtually all contract tasks is consistently noteworthy and provides numerous significant, tangible or intangible, benefits to the Government (e.g., improved quality, responsiveness, increased timeliness, or generally enhanced effectiveness of operations). The few areas for improvement are all minor. There are no recurring problems. Contractor's management initiates effective corrective action whenever needed.

Award Term Points: 81-100

EVALUATION CRITERIA

Cost Performance [redacted] of Total

Organization and Management [redacted] of Total

Quality of Work /Schedule [redacted] of Total

TABLE 4, COST PERFORMANCE

UNSATISFACTORY	SATISFACTORY	EXCELLENT
Contractor provides some measures for controlling staff costs and controls some subcontracting cost performance to meet program objectives.	Contractor provides measures for controlling all costs at estimated costs. Provide cost control of all travel, material and staff costs during the performance of the contract. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis in recommendations to Government for resolution to problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
Funds and resources are used inefficiently in pursuing program goals and result in	Contractor takes the initiative to reduce costs, including travel, where feasible.	Contractor is responsive to cost control measures implemented by the Government. Financial

resource management problems. Problems and/or trends may be addressed. When provided, analyses of problems or trends are usually accurate.	Financial reporting is clear and accurate. Problems and/or trends are addressed, and an analysis is also submitted.	reporting is clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

TABLE 5, ORGANIZATION AND MANAGEMENT

UNSATISFACTORY	SATISFACTORY	EXCELLENT
Contractor fails to identify problems timely. Solutions, when and if implemented, have a negative impact on cost and schedule.	Problems are identified by the contractor timely. Contractor provides sufficient information on alternate solutions. Solutions are implemented with limited adverse impact to estimated cost and schedule.	Contractor practices proactive management to identify and anticipate problems prior to adverse impact. Contractor provides organized and detailed alternatives including risk assessments, trade off analysis between cost, schedule and performance, plan of action and implementation schedule. Solutions are implemented with no impact to estimated cost and schedule.
Organizational structure fails to assign qualified personnel with duties, responsibilities and authority necessary to achieve project goals. Lines of communication fail to facilitate timely exchange of information, both technical and contractual in order to meet project goals.	Organizational structure provides for qualified personnel assigned with duties, responsibilities, and authority necessary to achieve project goals. Lines of communication facilitate timely exchange of information, both technical and contractual in order to meet project goals.	Organizational structure provides for highly qualified personnel assigned with duties, responsibilities, and authority necessary to achieve project goals ahead of schedule and within estimated cost. Lines of communication are well defined, clearly understood, and always facilitate rapid exchanges of information, both technical and contractual, in order to meet project goals.

TABLE 6, QUALITY OF WORK/SCHEDULE

UNSATISFACTORY	SATISFACTORY	EXCELLENT
Contractor leaves questionable situations for Government to resolve.	Contractor follows guidance, questioning and resolving doubtful areas.	Contractor's work of highest caliber incorporating all pertinent data required.
Contractor tends to follow past practices with no variation to meet requirements of the current contract.	Contractor displays knowledge of contract requirements and adapts existing processes to fulfill requirements.	Contractor displays exceptional knowledge of contract requirements and adaptability to work processes.
Deliverables are incomplete, contain inaccuracies and are untimely. Discrepancies are major and require extensive time and effort to correct.	Deliverables are complete, accurate and meet schedule requirements. Discrepancies are minor and easily corrected.	All deliverables are submitted on time or ahead of schedule, exceeding requirements and submitted in a format that is complete, clear, concise, technically accurate and easily understood. Any corrections are very minor in nature and are expeditiously corrected.
Fails to meet "satisfactory" standard for contractually	For [redacted] of deliverables, meets contractually required	Substantially reduces contractually required

required deliverable schedules. Fails to meet customer expectations for satisfying demands.	schedule. Meets customer expectations for satisfying demands.	deliverable times, consistent with customer priority requests. Exceeds customer expectations for satisfying demands.

SEQUENCE OF EVENTS - AWARD TERM PROCESS

TABLE 7, Interim Evaluation (IE). Interim evaluations shall be provided at the completion of the base year, and six months into each option year.

14 days prior to IE	Recorder notifies each ATRB member and performance monitor.
7 days after IE	Performance Monitors submit evaluation reports to ATRB
14 days after IE	ATRB Chairperson determines interim evaluation results and notifies contractor of strengths and weaknesses
Normally at least 90 days prior to EOP	ATRB may recommend any changes to Award Term Plan to TDO.

TABLE 8, End-of-Period (EOP) evaluations

14 days prior to EOP	Recorder notifies each ATRB member and performance monitor.
14 days after EOP	Performance Monitors submit evaluation reports to ATRB.ATRB forwards a copy to Contractor.
14 days after EOP	Contractor submits self-assessment to CO. Copy will be forwarded to ATRB.
30 days after EOP	ATRB briefs evaluation report and recommendation to the TDO.Contractor has opportunity to brief TDO.
45 days after EOP	TDO informs contractor and CO of the earned award term points.
15 days after TDO's decision	CO issues a contract modification reflecting award term extension, if earned.

SECTION I CONTRACT CLAUSES

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

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

ITEM(S) LATEST OPTION EXERCISE DATE

Option 1	12 Months after Issuance of Delivery Order
Option 2	12 Months after Option 1 Exercise
Option 3	12 Months after Option 2 Exercise
Option 4	12 Months after Option 3 Exercise

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

CLAUSES INCORPORATED BY REFERENCE

52.219-6 NOTICE OF SMALL BUSINESS SET-ASIDE (JUN 2003)

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

SECTION J LIST OF ATTACHMENTS

Attachment 1 N00178-04-D-4100 0003 00 Financial Accounting Data Sheet, 1 page.

Attachment 2 N00178-04-D-4100 0003 01 Financial Accounting Data Sheet, 1 page.

Attachment 3 N00178-04-D-4100 0003 02 Financial Accounting Data Sheet, 1 page.

Attachment 4 N00178-04-D-4100 0003 03 Financial Accounting Data Sheet, 1 page.

Attachment 5 DD Form 254, 2 pages.

Attachment 6 N00178-04-D-4100 0003 04 Financial Accounting Data Sheet, 1 page.

Attachment 7 N00178-04-D-4100 0003 06 Technical Instruction 203-01, 1 page.

Attachment 8 N00178-04-D-4100 0003 07 Financial Accounting Data Sheet, 1 page.