

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-04-D-4066	2. DELIVERY ORDER NO. FD0307	3. EFFECTIVE DATE ORIG 05/04/2007 MOD 06/19/2008	4. PURCHASE REQUEST NO. N00167-08-MR-67367
-------------------------------------	---------------------------------	--	---

5. ISSUED BY NSWC, CARDEROCK DIVISION, MARYLAND 9500 MacArthur Blvd West Bethesda MD 20817 [REDACTED]	CODE N00167	6. ADMINISTERED BY DCMA TACTICAL WHEELED VEHICLES CHICAGO 1523 WEST CENTRAL ROAD, BLDG. 203 ARLINGTON HEIGHTS IL 60005-2451	CODE S1403A
---	----------------	--	----------------

7. CONTRACTOR Alion - IPS Corporation 10 West 35th Street Chicago IL 60616	CODE 3UWB7	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME (hours local time – Block 5 issuing office)
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

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

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.

Alion - IPS Corporation	Elaine Mowery		
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: [REDACTED]	06/19/2008 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		

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD0307	PAGE 2 of 2
----------------------------------	------------------------------	----------------

GENERAL INFORMATION

The purpose of this modification is to add an increment of funding in the amount of [REDACTED] and incorporate a funding SLIN. Accordingly, said Task Order is modified as follows:

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

Amount funded by			
<u>SLIN</u>	<u>this modification</u>	<u>Requisition Number</u>	<u>ACRN</u>
100010	[REDACTED]	81651718	AH

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

The total value of the task order remains unchanged. The total amount of funds obligated to the task is hereby increased by [REDACTED]

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD0307	PAGE 1 of 19
----------------------------------	------------------------------	-----------------

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	Weight and Stability Engineering Support for USN Combatant Surface Ships and Air Carriers (TBD)	1.0 Lot			
100001	Same as 1000 Funds accomodate (O&MN,N) (was SLIN 1000AF on task order N00178-04-D-4012)				
100002	Same as 1000 Funds accomodate (O&MN,N) (was SLIN 1000AJ on task order N00178-04-D-4012)				
100003	Same as 1000 Funds accomodate (O&MN,N) (was SLIN 1000AH on task order N00178-04-D-4012)				
100004	Same as 1000 Funds accomodate (O&MN,N)				
100005	Same as 1000 Funds accomodate (O&MN,N)				
100006	Same as 1000 Funds accomodate (O&MN,N)				
100007	Same as 1000 Funds accomodate (O&MN,N)				
100008	Same as 1000 Funds accomodate (O&MN,N)				
100009	Same as 1000 Funds accomodate (O&MN,N)				
100010	Same as 1000 Funds accomodate				

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD0307	PAGE 2 of 19
----------------------------------	------------------------------	-----------------

(O&MN,N)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

3000	Other Direct Costs (ODCs) in support of CLIN 1000 - Not to Exceed \$41,960 (TBD)	1.0 Lot	
300001	Same as 3000 Funds accomodate (O&MN,N)		

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD0307	PAGE 3 of 19
----------------------------------	------------------------------	-----------------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK:

This is a performance based statement of work. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels described below and the evaluation methods described in provision CAR H07 in Section H.

Title: Provide Weight & Stability Engineering Support for USN Combatant Surface Ships and Aircraft Carriers.

1.0 BACKGROUND

The Naval Surface Warfare Center, Carderock Division (NSWCCD), Weight and Stability Branch, Code 2240 requires contractor support to conduct weight and stability studies, calculation software maintenance and update, database management, emergent requirements support, inclining experiments, and emergency response. The engineering agent must be experienced, proficient and current in above areas in order to make determinations regarding issues in areas of responsibility as to whether issues are major, minor or routine in nature and act on them accordingly.

2.0 REQUIREMENTS

TASK 1: Combatant Ship Weight and Stability Engineering Support

The contractor shall assist NSWCCD Code 244 and must be experienced, proficient and current in weight control and stability disciplines for combatant surface ship classes including, but not limited to, USS CONSTITUTION, BB 55, BB 57, BB 61, CA 68, CA 134, CG 10, CG 16, CG 26, CG 47, CGN 9, CGN 25, CGN 35, CGN 36, CGN 38, CL 55, CLG 3, DD 445, DD 692, DD 710, DD 931, DD 963, DDG 2, DDG 20, DDG 31, DDG 35, DDG 37, DDG 51 (Flights I, II and IIA), DDG 993, DE 51, DE 1006, DE 1033, FF 1037, FF 1040, FF 1052, FFG 1, and FFG 7 (Flights 1, 2, 3 & 4) Classes. The contractor shall assist NSWCCD Code 244 by providing technical analysis and review of all areas of weight control and stability regarding, but not limited to, reports of Inclining Experiments, Selected Restricted Availabilities, Restricted Availabilities, Phased Maintenance Availabilities, Docking Phased Maintenance Availabilities, Regular Overhauls and any other modifications of the ship that will affect platform weight, moment, and stability issues that will affect the performance of ships and ship systems as follows:

Acquisition

1. The contractor shall assist NSWCCD as the liaison between the design yard, ship, shipbuilder, and NAVSEA on non-nuclear weight and stability issues and act as engineering agent for weight control and stability functions for surface combatant ships.

2. The contractor shall develop/review Weight Control and Stability design products for all phases of ship design/acquisition for surface ships including, but not limited to:

- a. Conduct stability and buoyancy analyses,
- b. Determination of naval architectural limits,
- c. Analyses of significance of exceeding limits,
- d. Options/recommendations for improving limits,
- e. Development and maintenance of baseline weight estimates, interim weight reports, weight distribution reports, moment of inertia reports,

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD0307	PAGE 4 of 19
----------------------------------	------------------------------	-----------------

f. Conduct special studies and trade-offs,

g. Create design histories, and other products as defined in Society of Allied Weight Engineers (SAWE) Recommended Practices 12 and 13.

3.The contractor shall monitor, review and analyze Weight Control and Stability estimates and reports to ensure shipbuilder/contractor compliance with contractual Weight Control and Stability requirements during detail design and construction for surface ships, e.g., Builders Independent Weight Estimates (BIWEs), Accepted Weight Estimates (AWEs), Quarterly Weight Reports (QWRs), Engineering Change Proposals (ECPs), Final Weight Reports (FWRs), Accepted Ship Reports (ASRs), delivery inclining experiments, special studies and trade-offs.

4.The contractor shall develop/review weight and KG acquisition margin values for all phases of design and construction, as well as weight and KG Service Life Allowances for surface ships.

5.The contractor shall maintain technical performance measures for margin depletion. Provide a list of non-compliant weight/stability issues and recommend resolutions.

6.The contractor shall support weight/stability design reviews as requested.

In-Service

7.The contractor shall support information requests and queries from NAVSEA, Fleet, ship designer/builders, US Naval Academy, and USN field activities for historical data and background as directed.

8.The contractor shall review changes that impact stability across fleet, ship types -oversee, plan, conduct analyses, and recommend options to improve stability e.g.: dirty ballast / compensating fuel oil systems, and fuel type/density changes.

9.The contractor shall perform “what-if” calculations as required to provide NAVSEA guidance with respect to ship availabilities including, but not limited to, installation of cross connections for tanks, void space conversion to storage, shallow river traffic/bridge clearance.

10.The contractor shall provide analysis and verification of weight and stability reports for all areas but not limited to Light Ship Condition, Full Load Condition, pre-Ballast and Ballasted Down Condition, solid and liquid Ballasting, Weight and moment compensation efforts, Trim, Drafts, Heel, Ship Loads, Cargo Loads and associated Vertical Center of Gravity (KG), Metacentric Height (GM), Longitudinal Center of Gravity (LCG), Transverse Center of Gravity (TCG), Free Surface Effect (F.S.), and compliance with displacement, KG and draft limits and all other areas of weight and stability.

11.The contractor shall review in-service weight and stability reports, including inclining experiment reports, various interim reports and ballasting recommendations to assure the technical accuracy and to ensure that the requirements specified in the appropriate specifications are being fulfilled.

12.The contractor shall develop and maintain databases of ShipAlts, current and historical data of ship conditions, Flooding Casualty Control Software (FCCS), and Ship Hull Characteristics Program (SHCP) computer programs as directed.

13.The contractor shall determine/review/monitor the stability condition of all ships in service and recommend corrective actions when necessary.

a. Determine weight/stability status of the Fleet.

b. Establish and maintain in-service surface ship weight and stability baselines.

14.The contractor shall provide technical analysis for ballasting down procedures involving routine and/or unique loading situations.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD0307	PAGE 5 of 19
----------------------------------	------------------------------	-----------------

Disposal / Emergency

15. The contractor shall act in consultant capacity assisting in development of ballasting plans for ships in maintenance, de-activation or to be towed.

16. The contractor shall support emergency situations for NAVSEA and the Fleet (i.e.; groundings, damage, collisions, etc.) as required providing stability analyses and procedures / recommendations regarding loading and ballasting in order to achieve proper stability characteristics, i.e., KG, drafts, trim and heel for continued safe operation and transit to port.

General

17. The contractor shall maintain and update Damage Control information and liquid loading diagrams as directed.

18. The contractor shall create, review, modify, and maintain SHCP and FCCS hull form, appendage and compartment models as directed.

19. The contractor shall incorporate the combatant ship analysis tools and spreadsheets into the combatant class weight and stability analysis process and provide analysis of ship inclining experiments, overhauls, etc. as required.

TASK 2: Non-nuclear Aircraft Carrier Weight and Stability Engineering Support

The contractor shall assist NSWCCD Code 244 and must be experienced, proficient and current in weight control and stability disciplines for non-nuclear aircraft carriers classes including, but not limited to, CV 9 ESSEX class carriers including SCB 27A, 27C and 125A conversions, CV 41, CV 59 and CV 62 Classes. The contractor shall assist NSWCCD Code 244 by providing technical analysis and review of all areas of weight control and stability regarding, but not limited to, reports of Inclining Experiments, Selected Restricted Availabilities, Restricted Availabilities, Phased Maintenance Availabilities, Docking Phased Maintenance Availabilities, Regular Overhauls and any other modifications of the ship that will affect platform weight, moment, and stability issues that will affect the performance of ships and ship systems as follows:

Design Modernization / Modification

1. The contractor shall assist NSWCCD as the liaison between the design yard, ship, shipbuilder, and NAVSEA on non-nuclear weight and stability issues and act as engineering agent for weight control and stability functions for non-nuclear aircraft carriers.

2. The contractor shall develop/review Weight Control and Stability design products for modernization / modifications of aircraft carriers including, but not limited to:

a. Conduct stability and buoyancy analyses,

b. Determination of naval architectural limits,

c. Analyses of significance of exceeding limits,

d. Options/recommendations for improving limits,

e. Development and maintenance of baseline weight estimates, interim weight reports, weight distribution reports, moment of inertia reports,

f. Conduct special studies and trade-offs,

g. Create design histories, and other products as defined in Society of Allied Weight Engineers (SAWE) Recommended Practices 12 and 13.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD0307	PAGE 6 of 19
----------------------------------	------------------------------	-----------------

3.The contractor shall support weight/stability design reviews as requested.

In-Service

4.The contractor shall support information requests and queries from NAVSEA, Fleet, ship designer/builders, US Naval Academy, and USN field activities for historical data and background as required.

5.The contractor shall review changes that impact stability across fleet, ship types -oversee, plan, conduct analyses, and recommend options to improve stability e.g.: dirty ballast / compensating fuel oil systems, and fuel type/density changes.

6.The contractor shall perform “what-if” calculations as directed to provide NAVSEA guidance with respect to ship availabilities including, but not limited to, installation of cross connections for tanks, void space conversion to storage, shallow river traffic/bridge clearance.

7.The contractor shall provide analysis and verification of weight and stability reports for all areas but not limited to Light Ship Condition, Full Load Condition, solid and liquid Ballasting, Weight and Moment compensation efforts, Trim, Drafts, Heel, Ship Loads, Cargo Loads and associated Vertical Center of Gravity (KG), Metacentric Height (GM), Longitudinal Center of Gravity (LCG), Transverse Center of Gravity (TCG), Free Surface Effect (F.S.), and compliance with displacement, KG and draft limits and all other areas of weight and stability.

8.The contractor shall review in-service weight and stability reports, including inclining experiment reports, various interim reports and ballasting recommendations to assure the technical accuracy and to ensure that the requirements specified in the appropriate specifications are being fulfilled.

9.The contractor shall develop and maintain databases of ShipAlts, current and historical data of ship conditions, Flooding Casualty Control Software (FCCS), and Ship Hull Characteristics Program (SHCP) computer programs as required.

10.The contractor shall determine/review/monitor the stability condition of all ships in service and recommend corrective actions when necessary.

a. Determine weight/stability status of the Fleet.

b. Establish and maintain in-service surface ship weight and stability baselines.

11.The contractor shall provide technical analysis for ballasting down procedures involving routine and/or unique loading situations.

Disposal / Emergency

12.The contractor shall act in consultant capacity assisting in development of ballasting plans for ships in maintenance, de-activation or to be towed.

13.The contractor shall support emergency situations for NAVSEA and the Fleet (i.e.; groundings, damage, collisions, etc.) as required providing stability analyses and procedures / recommendations regarding loading and ballasting in order to achieve proper stability characteristics, i.e., KG, drafts, trim and heel for continued safe operation and transit to port.

General

14.The contractor shall maintain and update Damage Control information and liquid loading diagrams as required.

15.The contractor shall create, review, modify, and maintain SHCP and FCCS hull form, appendage and compartment models as required.

16.The contractor shall incorporate the aircraft carrier ship analysis tools and spreadsheets into the aircraft carrier

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD0307	PAGE 7 of 19
----------------------------------	------------------------------	-----------------

class weight and stability analysis process and provide analysis of ship inclining experiments, overhauls, etc. as required.

3.0 PERSONNEL

One key person is required for this effort. All work, except for travel, will be accomplished in NSWCCD Code 2440 spaces in West Bethesda, MD. The Government will provide appropriate office space, GFE, GFI, and GFM listed above. There are no non-key personnel required for this task.

The person should hold a bachelor's degree in Naval Architecture, Ocean Engineering, or another engineering related field.

For TASK 1: Combatant Ship Weight and Stability Engineering Support, the contractor must be experienced, proficient and current in weight control and stability disciplines for combatant surface ship classes including, but not limited to, USS CONSTITUTION, BB 55, BB 57, BB 61, CA 68, CA 134, CG 10, CG 16, CG 26, CG 47, CGN 9, CGN 25, CGN 35, CGN 36, CGN 38, CL 55, CLG3, DD 445, DD 692, DD 710, DD 931, DD 963, DDG 2, DDG 20, DDG 31, DDG 35, DDG 37, DDG 51 (Flights I, II and IIA), DDG 993, DE 51, DE 1006, DE 1033, FF 1037, FF 1040, FF 1052, FFG 1, and FFG 7 (Flights 1, 2, 3 & 4) Classes. The contractor must be experienced, proficient and current in providing technical analysis and review of all areas of weight control and stability regarding, but not limited to, reports of Inclining Experiments, Selected Restricted Availabilities, Restricted Availabilities, Phased Maintenance Availabilities, Docking Phased Maintenance Availabilities, Regular Overhauls and any other modifications of the ship that will affect platform weight, moment, and stability issues that will affect the performance of ships and ship systems.

For TASK 2: Non-nuclear Aircraft Carrier Weight and Stability Engineering Support, the contractor must be experienced, proficient and current in weight control and stability disciplines for the non-nuclear aircraft carriers classes including, but not limited to, CV 9 ESSEX class carriers including SCB 27A, 27C and 125A conversions, CV 41, CV 59 and CV 62 Classes. The contractor must be experienced, proficient and current in providing technical analysis and review of all areas of weight control and stability regarding, but not limited to, reports of Inclining Experiments, Selected Restricted Availabilities, Restricted Availabilities, Phased Maintenance Availabilities, Docking Phased Maintenance Availabilities, Regular Overhauls and any other modifications of the ship that will affect platform weight, moment, and stability issues that will affect the performance of ships and ship systems.

4.0 REPORTS

4.1. The contractor shall provide Weight and Stability Engineering Reports. The reports shall include analysis of Combatant Ship Weight and Stability Support, and Non-nuclear Aircraft Weight and Stability Engineering Support efforts as requested.

4.2 The Contractor shall provide monthly Progress Reports. The progress report shall indicate the amount expended and the number of labor hours used during the reporting period and the cumulative amount expended and labor hours used to date. In addition, the progress report shall include a description of any problems encountered during the reporting period.

5.0 Government Furnished Information, Equipment & Materials (GFI, GFE, GFM)

All pertinent documentation, drawings, records, paper and electronic files, software and equipment related to weight and stability are in possession of and are the responsibility of NSWCCD Code 2240. A substantial quantity of the documentation, drawings, records, paper and files are classified and are held by NSWCCD Code 2440 as ready reference in case of fleet emergency.

GFI - GFI will consist of access to weight and moment, stability, inclining data, damage control documentation, and liquid loading diagrams. GFI access shall be provided on site at NSWC Carderock, MD by NSWCCD Code 2440 at Task award.

GFE - GFE will consist of a personal computer or computers of sufficient capability to perform the work described in the above tasking. Due to the sensitivity of the tasking and information being handled, all equipment will be supplied by Code 244 and remain on site within NSWCCD Code 2440 secured spaces.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD0307	PAGE 8 of 19
----------------------------------	------------------------------	-----------------

GFM – GFM will consist of access to SHCP hull form, appendage, and compartment models; FCCS computer program; SHCP computer program and the Stability Suite of analysis software and a personal computer of sufficient capability to perform the work described in the above tasking. GFM access shall be provided on site by NSWCCD Code 2440 at contract award.

6.0 TRAVEL

Annual travel requirements are estimated to be:

- 1 trip per location to meetings at San Diego, CA, Jacksonville, FL, Seattle, WA, Leesburg, VA, Pascagoula, MS, Portland, ME, Norfolk, VA.
- Local travel of up to 12 trips to NAVSEA Headquarters, Washington, DC

7.0 PERIOD OF PERFORMANCE

The period of performance for this Task Order is from date of award of the Task Order through 26 December 2008.

8.0 DELIVERABLES

The Contractor shall deliver a copy of the following reports to the Technical Point of Contact (TPOC) for this Task Order, [REDACTED] NSWCCD Code 2440, and the Task Order Manager for this contract, [REDACTED] NSWCCD Code 2440:

- 1) Progress Report Monthly
- 2) Weight and Stability Engineering Report As Required

9.0 SECURITY

In accordance with the DD 254 (included as an Attachment to this requirement).

10.0 TASK ORDER MANAGER.

[REDACTED]
Ships and Ships Systems Division
Naval Surface Warfare Center
9500 MacArthur Boulevard
West Bethesda, MD 20817-5700
301 227-4528

11.0 TECHNICAL POINT OF CONTACT


[REDACTED]
Ships and Ships Systems Division
Naval Surface Warfare Center
9500 MacArthur Boulevard
West Bethesda MD 20817-5700
301-227-5392
[REDACTED]

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD0307	PAGE 9 of 19
----------------------------------	------------------------------	-----------------

SECTION D PACKAGING AND MARKING

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

Ship to:


Ships and Ships Systems Division
Naval Surface Warfare Center
9500 MacArthur Boulevard
West Bethesda MD 20817-5700
(301) 227-5392

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD0307	PAGE 10 of 19
----------------------------------	------------------------------	------------------

SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance by the Government at Destination.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD0307	PAGE 11 of 19
----------------------------------	------------------------------	------------------

SECTION F DELIVERABLES 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. (CLIN)	QUANTITY	WITHIN DAYS AFTER DATE OF TASK ORDER
1000 - 3000	ALL	By 26 December 2008

(End of clause)

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD0307	PAGE 12 of 19
----------------------------------	------------------------------	------------------

SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager

9500 MacArthur Blvd
Bldg 19B, Room 237
West Bethesda, MD 20817

301-227-4528

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 6240 total man-hours of direct labor (based upon the Government estimate of 2080 hr/manyear), including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

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

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

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD0307	PAGE 13 of 19
----------------------------------	------------------------------	------------------

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

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

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

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

(End of Clause)

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

ESTIMATED

ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	PERIOD OF PERFORMANCE
SLIN 100001			Award through 26Dec2008
SLIN 100002			Award through 26Dec2008
SLIN 100003			Award through 26Dec2008
SLIN 100004			Award through 26Dec2008
SLIN 100005			Award through 26Dec2008
SLIN 100006			Award through 26Dec2008
SLIN 100007			Award through 26Dec2008
SLIN 100008			Award through 26Dec2008
SLIN 100009			Award through 26Dec2008
SLIN 100010			Award through 26Dec2008
SLIN 300001			Award through 26Dec2008

(To be provided at the task order award level)

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

(c) CLINs/SLINs 100001 - 100010 and 300001 are fully funded and performance under these CLINs/SLINs is subject to

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD0307	PAGE 14 of 19
----------------------------------	------------------------------	------------------

the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable. (*to be provided at task order award level)

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

(End of Clause)

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

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

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

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

```

Accounting Data
SLINID   PR Number           Amount
-----
100001   60950179             [REDACTED]
LLA :
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 061244060110

100002   62155904             [REDACTED]
LLA :
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 061244060110

100003   62155913             [REDACTED]
LLA :
AB 97X4930 NH1C 000 77777 0 000167 2F 000000 061244060310

100004   70813954             [REDACTED]
LLA :
AC 97X4930 NH1C 000 77777 0 000167 2F 000000 071244071110

```

MOD 1

```

100001   60950179             [REDACTED]
LLA :
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 061244060110

100002   62155904             [REDACTED]

```


CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD0307	PAGE 15 of 19
----------------------------------	------------------------------	------------------

LLA :
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 061244060110

100003 62155913 [REDACTED]
LLA :
AB 97X4930 NH1C 000 77777 0 000167 2F 000000 061244060310

MOD 3

100005 72333094 [REDACTED]
LLA :
AD 97X4930 NH1C 000 77777 0 000167 2F 000000 071244070910

100006 72416097 [REDACTED]
LLA :
AE 97X4930 NH1C 000 77777 0 000167 2F 000000 071244071010

100007 72416081 [REDACTED]
LLA :
AD 97X4930 NH1C 000 77777 0 000167 2F 000000 071244070910

300001 72333094 [REDACTED]
LLA :
AD 97X4930 NH1C 000 77777 0 000167 2F 000000 071244070910

MOD 4

100008 80370862 [REDACTED]
LLA :
AF 97X4930 NH1C 000 77777 0 000167 2F 000000 081244040101

MOD 6

100009 80996356 [REDACTED]
LLA :
AG 97X4930 NH1C 000 77777 0 000167 2F 000000 081244040201

MOD 7

100010 81651718 [REDACTED]
LLA :
AH 1781804 8B5B 253 SASWF 0 068342 2D 000000 15BROSWE0R00 N0002408WX01444/AA

SECTION H SPECIAL CONTRACT REQUIREMENTS

CAR-H07 Prospective Fee Amount Reduction Incentive Plan (APR 2004) (NSWCCD)

(a) Introduction: The contractor's performance on task orders issued under this contract will be evaluated by the Government as described in this contract clause. The first evaluation will cover the period ending twelve months after date of contract award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under all task orders. For each twelve-month period, the Government will evaluate the contractor's performance under each individual task order. The evaluation will encompass all work performed by the contractor at any time during the twelve-month period but will not include cumulative information from prior reports. However, at the discretion of the Contracting Officer, the evaluation may be waived for any individual task order where the work performed by the contractor during the twelve-month period is less than 90 days. Based on the evaluation results for each task order, the Contracting Officer will assign an overall performance rating to the individual task order in accordance with paragraph (b) of this clause. If the Contracting Officer assigns an "Unsatisfactory" performance rating to a task order for the period evaluated, the Contracting Officer will take unilateral action to provide for a fee reduction for that task order covering the performance period evaluated.

(b) Performance Ratings: The Government will evaluate the contractor's performance of the Statement of Work for each task order, and the Contracting Officer will assign one of the following ratings:

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

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

Table 1: Overall Performance Ratings

for Individual Task Orders

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

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

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

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD0307	PAGE 17 of 19
----------------------------------	------------------------------	------------------

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

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

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

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

(f) Evaluation Schedule. Each performance evaluation period will be 12 months in

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

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

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

(i) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by this contract or task order such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE) report in the case of a SeaPort-e task order.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD0307	PAGE 18 of 19
----------------------------------	------------------------------	------------------

SECTION I CONTRACT CLAUSES

Section I Contract Clauses in accordance with Section I of the base IDIQ contract.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD0307	PAGE 19 of 19
----------------------------------	------------------------------	------------------

SECTION J LIST OF ATTACHMENTS

Attachments

Evaluation criteria chart

DD254