

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 17	3. EFFECTIVE DATE 09-Jun-2009	4. REQUISITION/PURCHASE REQ. NO. N00167-09-MR-60287		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CARDEROCK DIVISION, MARYLAND 9500 MacArthur Blvd West Bethesda MD 20817	CODE N00167	7. ADMINISTERED BY (If other than Item 6) DCMA TACTICAL WHEELED VEHICLES CHICAGO 1523 WEST CENTRAL ROAD, BLDG. 203 ARLINGTON HEIGHTS IL 60005-2451		CODE S1403A



8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Alion - IPS Corporation 10 West 35th Street Chicago IL 60616	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4066-FD04
	10B. DATED (SEE ITEM 13) 27-Sep-2007
CAGE CODE 3UWB7	FACILITY CODE 035274158

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Unilateral IAW FAR Clause 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**  
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		[Redacted] Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/ [Redacted]	09-Jun-2009
		(Signature of Contracting Officer)	

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**GENERAL INFORMATION**

The purpose of this modification is to add the next increment of funding in the amount of [REDACTED]

SLIN	Amount funded by this modification	Requisition	ACRN
100022	[REDACTED]	91420252	AT
100023	[REDACTED]	91420253	AU

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

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

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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Engineering and Technical Services (TBD)	1.0 Lot	[REDACTED]		
100001	Incremental funding in the amount of [REDACTED] for SCN tasking (TBD)				
100002	Incremental funding in the amount of [REDACTED] for SCN (TBD)				
100003	Incremental funding in the amount of [REDACTED] for SCN tasking (TBD)				
100004	Incremental funding in the amount of [REDACTED] for SCN tasking (TBD)				
100005	Incremental funding in the amount of [REDACTED] for SCN tasking (TBD)				
100006	Incremental funding in the amount of [REDACTED] for SCN tasking (TBD)				
100007	Incremental funding in the amount of [REDACTED] for SCN tasking (TBD)				
100008	Incremental funding in the amount of [REDACTED] for RDN tasking (TBD)				
100009	Incremental funding in the amount of [REDACTED]				

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for OMN tasking  
(TBD)

100010 Incremental  
funding in the  
amount of [REDACTED]  
for OMN tasking  
(TBD)

100011 Incremental  
funding in the  
amount of  
[REDACTED] for SCN  
tasking (TBD)

100012 Incremental  
funding in the  
amount of [REDACTED]  
for R&D tasking  
(RDT&E)

100013 Incremental  
funding in the  
amount of [REDACTED]  
for SCN tasking  
(SCN)

100014 Incremental  
funding in the  
amount of  
[REDACTED] (SCN)

100015 Incremental  
funding in the  
amount of [REDACTED]  
(RDT&E)

100016 Incremental  
funding in the  
amount of [REDACTED]  
(RDT&E)

100017 Incremental  
funding in the  
amount of [REDACTED]  
(SCN)

100018 Incremental  
funding in the  
amount of [REDACTED]  
(RDT&E)

100019 Incremental  
funding in the  
amount of [REDACTED]  
(O&MN,N)

100020 Incremental  
funding in the  
amount of [REDACTED]  
(SCN)

100021 Incremental  
funding in the  
amount of [REDACTED]

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Funding under this SLIN is specific for work under the referenced FMS case only. No other work is chargeable under this SLIN.  
(FMS Case #UZ-P-B AR)

100022 Incremental funding in the amount of [REDACTED] (SCN)

100023 Incremental funding in the amount of [REDACTED] (SCN)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3000	Other Direct Costs (Materials, travel, miscellaneous) including applicable indirect costs (Non-fee Bearing). (TBD)	1.0 Lot	[REDACTED]
300001	Incremental funding in the amount of [REDACTED] for SCN tasking (TBD)		
300002	Incremental funding in the amount of [REDACTED] for SCN tasking (TBD)		
300003	Incremental funding in the amount of [REDACTED] (SCN)		

LEVEL OF EFFORT

The level of effort for the performance of this task order is based on an anticipated level of [REDACTED] man-hours of direct labor for the entire 5 year period of performance.

The fee percentage to be applied under CLIN 1000 is 8.00%

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### Title: USS VIRGINIA (SSN774) CLASS ACOUSTIC SYSTEMS INTEGRATION TEAM SUPPORT

This is a performance-based acquisition structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels described below in the "Performance Requirements Summary" and the evaluation methods described in provision CAR H07 in Section H.

### 1.0 Background

The Signatures Directorate of the Naval Surface Warfare Center, Carderock Division (NSWCCD, Code 70) is tasked to support Naval Sea Systems Command programs for design and construction of U.S. Navy submarines. Specifically, support is provided to the PMS450 Acoustic Systems Integration Team (SIT) to assure that USS VIRGINIA Class submarines meet established noise objectives. The purpose of this task is to provide expert support to NAVSEA for oversight and management of effective Ship Silencing and Noise Reduction Programs executed by the Design/Build Team and co-production shipbuilders for USS VIRGINIA (SSN774) Class submarines. The Contractor shall provide personnel with the technical/administrative skills and experience necessary to support NAVSEA through all current phases of the program including ship construction and trials, design modernization and technology insertion, and cost reduction.

### 2.0 Requirements

The Contractor shall provide program and technical support to NSWCCD (Codes 7207 & 9901), the VIRGINIA Class Program Office (PMS450T4A & PMS450W2) and the NAVSEA Ship Signatures Office (SEA05P12), in support of USS VIRGINIA Class submarine construction and trials, design modernization and technology insertion, and cost reduction, in the following labor categories:

#### KEY PERSONNEL:

**Principal Noise Reduction Program Engineer**

**Senior Acoustic Engineer**

#### NON-KEY PERSONNEL:

**Intermediate Acoustic Engineer**

**Junior Ship Design Support Analyst**

**Administrative/Data Analyst**

**Administrative Support**

### 2.1 Principal Noise Reduction Program Engineer

Tasks to be performed by the Principal Noise Reduction Program Engineer shall include the following:

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- a) Perform acoustic analyses of VIRGINIA Class equipment and ship systems and provide recommendations to resolve emerging construction program acoustic issues. This includes the review of and technical comment on Design Investigation Reports (DIRs), Vendor Information Requests (VIRs), Engineering Reports (ERs), maintenance standards, ship systems manuals, need-lines, acoustic test data, ship drawings and system diagrams, noise control drawing and diagram revisions, test procedures, structureborne noise assessments transient noise assessments and acoustic trial planning documents.
- b) Perform acoustic analyses and document reviews and provide recommendations to resolve emerging acoustic issues arising in design modernization and technology insertion, and cost reduction. Review and comment on component specifications, needlines, acoustic test data, noise control drawing and diagram revisions, test procedures, and structureborne noise assessments.
- c) Support the VIRGINIA Class Acoustic Systems Integration Team (SIT) and Major Area Integration Team (MAIT) through meeting participation, tracking of action items under review, and addressing construction and trials, design modernization and technology insertion, and cost reduction issues involving acoustics, as required.
- d) Support acoustic technology insertion initiatives, including lessons learned from SEAWOLF, emerging R&D program items and bundling concepts and acoustic design changes and improvements addressing issues identified in acoustic trials of VIRGINIA Class ships.
- e) Assist the Navy/shipbuilders team in acoustic trial planning, prioritization of acoustic trial events and assessment of acoustic risk of emerging acoustic performance issues. Provide support for execution of ship acoustic trials.
- f) Prepare briefings to be given by PMS450 Acoustic SIT or NAVSEA 05P12 Ship Signatures Office personnel to senior executives, both military and civilian, addressing the acoustic performance of USS VIRGINIA Class submarines as demonstrated through full scale acoustic trials conducted at sea.
- g) Support audits of shipbuilder Noise Reduction Program activities. Provide technical expertise on Government led Noise Reduction Program audit teams, evaluating installation of acoustic features on USS VIRGINIA Class submarines.
- h) Assist in the technical review of Specification Change Proposals (SCP), Request for Diagram Changes (RDC), Temporary Alteration Plans (TEMPALTS) and Shipboard Noise Survey Test Forms with regard to the impact on the acoustic posture of the subject ship or the VIRGINIA Class.
- i) Review justifications for design modernization and technical insertion, and cost reduction proposals submitted to PMS450 by the shipbuilders. Evaluate predicted impact of design modernization and technical insertion, and cost reduction proposals on acoustic performance of ships of the VIRGINIA Class.

## 2.2 Senior Acoustic Engineer

Tasks to be performed by the Senior Acoustic Engineer shall include the following:

- a) Support the VIRGINIA Class Acoustic Systems Integration Team (SIT) and Major Area Integration Team (MAIT) through meeting participation, tracking of action items under review, and addressing construction and trials, design modernization and technology insertion, and cost reduction issues involving acoustics, as required.
- b) Write draft correspondence and prepare supporting review packages for routing for comment within PMS450 and NAVSEA; resolve acoustic comments and prepare correspondence for PMS450 or NAVSEA 05P12 signature.
- c) Perform noise testing on components or structures to enhance understanding of acoustic issues requiring PMS450 /NAVSEA action.
- d) Record, publish and circulate minutes of regular meetings chaired by PMS450T4A with participants representing NAVSEA, the Supervisor of Shipbuilding and the Electric Boat Noise Reduction Program team.

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- e) Review technical justification for deviations and waivers. Evaluate predicted impact of emergent construction issues on the ship signature.
- f) Review justifications for design modernization and technical insertion, and cost reduction proposals submitted to PMS450 by the shipbuilders. Evaluate predicted impact of design modernization and technical insertion, and cost reduction proposals on acoustic performance of ships of the VIRGINIA Class.
- g) Review and comment on vendor test procedures and test plans. Review Pre-Installation Test (PIT) data submitted by the shipbuilders to ensure compliance with Procurement Specification Criteria. Review technical justification for deviations and waivers and SAT- FOR-SEA determinations.
- h) Evaluate predicted impact of design improvements on the ship signatures.
- i) Support development of design improvement, technical documentation leading to approval for shipboard installation on follow-ships of the VIRGINIA Class.
- j) Support audits of shipbuilder Noise Reduction Program activities. Provide technical expertise on Government led Noise Reduction Program audit teams, evaluating installation of acoustic features on USS VIRGINIA Class submarines.

## 2.3 Intermediate Acoustic Engineer

Tasks to be performed by the Intermediate Acoustic Engineer shall include the following:

- a) Perform noise testing on components or structures to enhance understanding of acoustic issues requiring PMS450 /NAVSEA action.
- b) Review technical justification for deviations and waivers. Evaluate predicted impact of construction issues on the ship signature where necessary.
- c) Review and comment on vendor test procedures and test plans. Review Pre-Installation Test (PIT) data submitted by the shipbuilders to ensure compliance with Procurement Specification Criteria or to understand the reasons for non-compliance. Review technical justification for deviations and waivers and SAT for SEA determinations
- d) Review justifications for design modernization and technical insertion, and cost reduction proposals submitted to PMS450 by the shipbuilders. Evaluate predicted impact of design modernization and technical insertion, and cost reduction proposals on acoustic performance of ships of the VIRGINIA Class.
- e) Record, publish and circulate minutes of regular meetings chaired by PMS450T4A with participants representing NAVSEA, the Supervisor of Shipbuilding and the Electric Boat Noise Reduction Program team.
- f) Support the VIRGINIA Class Acoustic Systems Integration Team (SIT) and Major Area Integration Team (MAIT) through meeting participation, tracking of action items under review, and addressing construction and trials, design modernization and technology insertion, and cost reduction issues involving acoustics, as required.

## 2.4 Junior Ship Design Support Analyst

Tasks to be performed by the Junior Ship Design Support Analyst shall include the following:

- a) Support performance of noise testing on components or structures to enhance understanding of acoustic issues

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requiring PMS450/NAVSEA action.

b) Support review technical justification for deviations and waivers. Evaluate predicted impact of construction issues on the ship signature where necessary.

c) Support review and comment on vendor test procedures and test plans. Review Pre-Installation Test (PIT) data submitted by the shipbuilders to ensure compliance with Procurement Specification Criteria or to understand the reasons for non-compliance. Review technical justification for deviations and waivers and SAT for SEA determinations

d) Support review justifications for design modernization and technical insertion, and cost reduction proposals submitted to PMS450 by the shipbuilders. Evaluate predicted impact of design modernization and technical insertion, and cost reduction proposals on acoustic performance of ships of the VIRGINIA Class.

e) Support review and comment on vendor test procedures and test plans. Review Pre-Installation Test (PIT) data submitted by the shipbuilders to ensure compliance with Procurement Specification Criteria. Review technical justification for deviations and waivers and SAT- FOR-SEA determinations.

f) Support the VIRGINIA Class Acoustic Systems Integration Team (SIT) and Major Area Integration Team (MAIT) through meeting participation, tracking of action items under review, and addressing construction and trials, design modernization and technology insertion, and cost reduction issues involving acoustics, as required.

## 2.5 Administrative/Data Analyst

Tasks to be performed by the Administrative/Data Analyst shall include the following:

a) Convert hard copy documentation to digitized formats using high speed scanning equipment in support of the PMS 450 and NAVSEA 05P12 paperless office initiatives.

b) Manage electronic filing of digitized documents into user-friendly, computer based libraries.

c) Maintain an up-to-date library of USS VIRGINIA Class acoustic technical data in the Acoustic Databank in support of the PMS450 Acoustic SIT.

## 2.6 Administrative Support

Tasks to be performed by the Administrative Support person shall include the following:

a) Administrate task award documents and all correspondence with Government contracting office(s).

b) Prepare and track task funding and expenditures.

c) Assist in the preparation of monthly progress reports, including financial summaries, technical progress, and report of any issues.

d. Assist in the preparation of any documents or presentation materials.

## 3.0 Deliverables

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a) The Contractor shall prepare a monthly financial and technical status progress report. 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.

b) Viewgraphs and related briefing materials for presentation. (as required)

c) Memoranda conveying technical comments on documents reviewed at the request of the Acoustic SIT. (as required)

d) Draft NAVSEA letters/memos on various programmatic and technical subjects relating to USS VIRGINIA Class submarine construction and acoustic trials, modernization and technology insertion, and cost reduction. (as required)

e) Reports of findings and analysis of acoustic trials data or component test data. (as required)

#### 4.0 Government Furnished Information

The Contractor shall be afforded access to programmatic and technical documents to be identified to the Task Order Manager during the period of performance of the delivery order as required. Access shall be provided to ships of the USS VIRGINIA Class as required. Access to VIRGINIA Class technical documents, Noise Reduction Program documents, ship specifications, design drawings, ship construction documents and acoustic trial planning documents during performance of the delivery order, as required.

#### 5.0 Government Furnished Equipment and Office Space

None required.

#### 6.0 Travel

6.1 It is anticipated that execution of this statement of work will require travel between the contractor's facilities and Groton, CT, Newport News, VA, and Kings Bay, GA.

#### 7.0 Period of Performance

The period of performance shall be from the effective date of this task order thru 5 years thereafter.

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## 8.0 Security Requirements

Contractor personnel must have a security clearance at the SECRET level and any classified reports or other documents generated shall be classified up to and including SECRET level in accordance with the attached Form DD-254 "Contractor Security Classification Specifications".

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## SECTION D PACKAGING AND MARKING

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

Task Order Manager

NSWC Carderock Division

[REDACTED] 7

9500 MacArthur Blvd.

West Bethesda, MD 20817-5700

202-781-7280

[REDACTED]

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## **SECTION E INSPECTION AND ACCEPTANCE**

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

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## SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

52.211-8 TIME OF DELIVERY (JUN 1997)

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

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF TASK ORDER
1000-3000	ALL	FIVE (5) YEARS

(End of clause)

MARK FOR:

Task Order Manager

NSWC Carderock Division

9500 MacArthur Blvd.  
West Bethesda, MD 20817-5700  
202-781-7280



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## SECTION G CONTRACT ADMINISTRATION DATA

G17S TOM APPOINTMENT (AUG 2005)

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

Task Order Manager

 SEA 05T2 / CDNSWC 7207  
 1339 Patterson Ave, SE Stop 8802  
 Washington Navy Yard, DC 20376-8802  
  
 202-781-7280

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

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

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

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

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

WAWF Invoice Type	Electronic
Issuing Office DODAAC	N00167
Admin DODAAC	S1403A
Inspector DODAAC (if applicable)	N/A

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Acceptor DODAAC N00167  
 LPO DODAAC (if applicable) N/A  
 Pay DODAAC: HQ0339  
 DCAA Auditor DODAAC (if applicable) 03141

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

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To: (To be provided at the task order level)

michael.g.oleary@navy.mil

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

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NSWCCD WAWF point of contact at (301) 227-1172.

(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)	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE
100001			5 Years After Award
100002			5 Years After Award
100003			5 Years After Award
100004			5 Years After Award
100005			5 Years After Award
100006			5 Years After Award
100007			5 Years After Award
100008			5 Years After Award

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100009	[REDACTED]		5 Years After Award
100010	[REDACTED]		5 Years After Award
100011	[REDACTED]		5 Years After Award
100012	[REDACTED]		5 Years After Award
100013	[REDACTED]		5 Years After Award
100014	[REDACTED]		5 Years After Award
100015	[REDACTED]		5 Years After Award
100016	[REDACTED]		5 Years After Award
100017	[REDACTED]		5 Years After Award
100018	[REDACTED]		5 Years After Award
100019	[REDACTED]		5 Years After Award
100020	[REDACTED]		5 Years After Award
100021	[REDACTED]		5 Years After Award
100022	[REDACTED]		5 Years After Award
100023	[REDACTED]		5 Years After Award
300001	[REDACTED]	N/A	5 Years After Award
300002	[REDACTED]	N/A	5 Years After Award
300003	[REDACTED]	N/A	5 Years After Award

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

(c) CLINs/SLINs 100001 - 100023 and 300001 - 300003 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

FUNDING PROFILE:

<u>Total CPFF</u>	<u>Funds</u>	<u>Previous</u>	<u>Funds</u>	<u>Unfunded</u>
<u>amount</u>	<u>this action</u>	<u>funding</u>	<u>available</u>	<u>balance</u>

[REDACTED]

SEA 5252.216-9112 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

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contract. The total level of effort for the performance of this contract shall be [REDACTED] total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that [REDACTED] (to be identified at the task order level) 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 [REDACTED] 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

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of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

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

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

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

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

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

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

(End of Clause)

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Accounting Data

SLINID	PR Number	Amount
100001	72331906	[REDACTED]
LLA :		
AA 97X4930	NH1C 000 77777 0	000167 2F 000000 071720731410

300001	72331906	[REDACTED]
LLA :		
AA 97X4930	NH1C 000 77777 0	000167 2F 000000 071720731410

MOD 1

100002	73328011	[REDACTED]
LLA :		
AB 1771811	H232 253 WAWRH 0	068342 2D 000000 200805000000 N0002407WX20314/AC

300002	73328011	[REDACTED]
LLA :		
AB 1771811	H232 253 WAWRH 0	068342 2D 000000 200805000000 N0002407WX20314/AC

MOD 2

100003	80463940	[REDACTED]
LLA :		
AC 97X4930	NH1C 000 77777 0	000167 2F 000000 081202043070

100004	80463931	[REDACTED]
LLA :		
AD 1781811	H232 253 WAWRH 0	068342 2D 000000 200345000000 N0002408WX20474/AA

MOD 3

100005	81191157	[REDACTED]
LLA :		
AE 97X4930	NH1C 000 77777 0	000167 2F 000000 081720790020

100006	81201474	[REDACTED]
LLA :		
AF 97X4930	NH1C 000 77777 0	000167 2F 000000 081202070070

MOD 4

100007	81897132	[REDACTED]
LLA :		
AG 97X4930	NH1C 000 77777 0	000167 2F 000000 081202035070

MOD 5

100008	82123841	[REDACTED]
LLA :		
AH 97X4930	NH1C 000 77777 0	000167 2F 000000 081202003672

MOD 6

100009	82628659	[REDACTED]
LLA :		
AJ 97X4930	NH1C 000 77777 0	000167 2F 000000 081720731510

100010	82639219	[REDACTED]
LLA :		
AJ 97X4930	NH1C 000 77777 0	000167 2F 000000 081720731510

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MOD 7

100011 83290751 [REDACTED]  
LLA :  
AK 97X4930 NH1C 000 77777 0 000167 2F 000000 091913211275

MOD 8

100012 83464962 [REDACTED]  
LLA :  
AL 97X4930 NH1C 000 77777 0 000167 2F 000000 091202903015

MOD 9

100013 90139840 [REDACTED]  
LLA :  
AM 97X4930 NH1C 000 77777 0 000167 2F 000000 091913211732

MOD 10

100014 90221258 [REDACTED]  
LLA :  
AK 97X4930 NH1C 000 77777 0 000167 2F 000000 091913211275

MOD 11

100015 90437052 [REDACTED]  
LLA :  
AN 97X4930 NH1C 000 77777 0 000167 2F 000000 091202903136

MOD 12

100016 90570265 [REDACTED]  
LLA :  
AP 97X4930 NH1C 000 77777 0 000167 2F 000000 091701562110

MOD 13

100017 90899567 [REDACTED]  
LLA :  
AK 97X4930 NH1C 000 77777 0 000167 2F 000000 091913211275

300003 90899567 [REDACTED]  
LLA :  
AK 97X4930 NH1C 000 77777 0 000167 2F 000000 091913211275

MOD 15

100018 90994516 [REDACTED]  
LLA :  
AN 97X4930 NH1C 000 77777 0 000167 2F 000000 091202903136

100019 91056224 [REDACTED]  
LLA :  
AQ 97X4930 NH1C 000 77777 0 000167 2F 000000 091202000670

100020 91056232 [REDACTED]  
LLA :  
AR 97X4930 NH1C 000 77777 0 000167 2F 000000 091202043070

MOD 16

100021 91264349 [REDACTED]  
LLA :  
AS 97X4930 NH1C 000 77777 0 000167 2F 000000 091707232495

MOD 17

100022 91420252 [REDACTED]

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LLA :  
AT 97X4930 NH1C 000 77777 0 000167 2F 000000 091913211762

100023 91420253

LLA :  
AU 97X4930 NH1C 000 77777 0 000167 2F 000000 091913211562

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

Table 1: Overall Performance Ratings

For The Evaluation Period

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

(c) Evaluation Objective: The purpose of the evaluation and the inclusion of a remedy to the Government for unsatisfactory contractor performance under this task order is to ensure that the Government receives at least "Satisfactory" overall performance.

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(d) Performance Evaluation Criteria: The contractor's performance will be evaluated on an annual basis using the criteria and standards provided for each task objective in the Performance Requirements Summary Table, and considering the criterion in Tables 2 through 4 of this task order clause.

(e) Organization: The performance evaluation organization consists of the Procuring Contracting Officer (PCO), who will serve as the Evaluation Official, and the Task Order Manager (ToM).

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

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

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

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

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

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

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

TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

Criterion	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table(see SOW or elsewhere in the Task	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task

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Staffing	Order). Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Order). Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Order). Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per individual task order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

PERFORMANCE REQUIREMENTS SUMMARY TABLE

(Note: Must be Tailored to Conform to the SOW for the Acquisition)

Task Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
1 Noise Reduction Program Support	a) Provide engineering and technical support to Design/Build Teams, and the Acoustic System Integration Team as liaison to the Major Area Integration Team for the development, review and disposition of acoustic issues, processes and analysis pertaining to Virginia Class Submarine design, construction and Noise Reduction Programs.	Documentation is technically accurate;  Reviews follow current DOD policy and/or industry standards;	Technical documentation/ review/reports require no more than one (1) review/ comment/approval cycle to meet acceptance. 95% completed by due date.	Government oversight of review/comment/ approval process and timeliness.
		Documentation and revisions are delivered in		

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c) Review component  
acoustic criteria,  
engineering calculations,  
procurement specifications,  
test procedures, training  
plans, shipboard test  
surveys, and vendor test  
data for compliance with  
Ship Specifications, NRP  
Procedural Plans, and  
technical agreements.

accordance  
with task orders;

Deliverable  
meets  
requirements of  
task order; and

d) Support audits of NRP  
programs through the  
formulation of audit  
questions, preparation of  
related correspondence  
including final report, and  
participation in the audit.

Support meets  
the Program  
requirements.

Documentation  
is technically  
accurate;

e) Participate in, and  
prepare minutes for, NRP  
Joint Conferences and  
other technical/  
programmatic conferences  
and maintain the status of  
Design Yard, Shipbuilder  
and Government action  
items pertaining to NRP.

Reviews follow  
current DOD  
policy and/or  
industry  
standards;

Documentation  
and revisions  
are delivered in  
accordance  
with task orders;

Deliverable  
meets  
requirements of  
task order; and

Support meets  
the Program  
requirements.

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2 Submarine Acoustic Design and Construction Support	<p>a) Assist in the technical evaluation of submarine system noise control, the development of submarine specifications to define system acoustic requirements and isolation details, the review of acoustic design studies and engineering calculations, the independent analysis of proposed specification deviations, Headquarter Modification Requests, Engineering Change Proposals, Engineering Reports, Temporary Alteration Plans, Shipboard Noise Survey Test Forms, Design Investigation Reports, Vendor Information Request, Cost Reduction Proposals, Pre-Installation Test data, etc.</p>	<p>Documentation is technically accurate;</p> <p>Reviews follow current DOD policy and/or industry standards;</p> <p>Documentation and revisions are delivered in accordance with task orders;</p> <p>Deliverable meets requirements of task order; and</p> <p>Support meets the Program requirements.</p>	<p>Technical documentation/ review/reports require no more than one (1) review/ comment/approval cycle to meet acceptance. 95% completed by due date.</p>	<p>Government oversight of review/comment/ approval process and timeliness.</p>
3 Engineering Management Support	<p>a) Provide engineering, technical and management support for Virginia Class Acoustic Systems Integration Team and Major Area Integration Team planning, coordination, tracking and reporting, including documentation management.</p>	<p>Documentation is technically accurate;</p> <p>Reviews follow current DOD policy and/or industry standards;</p>	<p>Technical documentation/ review/reports require no more than one (1) review/ comment/approval cycle to meet acceptance. 95% completed by due date.</p>	<p>Government oversight of review/comment/ approval process and timeliness.</p>
	<p>b) Develop baseline plans and work breakdown</p>	<p>Documentation and revisions</p>		

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structures, measure progress and compare to plan, analyze variances between actual and planned progress and recommend corrective actions and program improvements.

are delivered in accordance with task orders;

Deliverable meets requirements of task order; and

c) Support development of engineering test plans and reports.

Support meets the Program requirements.

d) Support test conduct, data analysis and resolution of test issues.

TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive government effort to resolve.	Problems are resolved quickly with minimal government involvement.	Problems are non-existent or the contractor takes corrective action without government involvement.
Responsiveness	Contractor's management is unresponsive to government requests and concerns.	Contractor's management is responsive to government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates Government concerns.
Communications	Contractor often fails to communicate with government in an effective and timely manner.	Contractor routinely communicates with government in an effective and timely manner.	Contractor takes a proactive approach such that communications are almost always clear, effective, and timely.

TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Cost Management	Contractor routinely fails to complete the effort within the originally	Contractor routinely completes the effort within the originally	Reductions in direct costs to the Government below contract

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	agreed to estimated cost, i.e. cost overruns frequently occur.	agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
Cost Reporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	Reports are clear, accurate, and proactive. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

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## SECTION I CONTRACT CLAUSES

Section I clauses in accordance with the base IDIQ contract.

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

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

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

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

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

(1) assign additional work under the task order;

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

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

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

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

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

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

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

(End of Clause)

## **ORGANIZATIONAL CONFLICT OF INTEREST (JUN 1996) (NSWCCD)**

This provision provides examples of certain organizational conflicts of interest which are prescribed by Federal Acquisition Regulation Subpart 9.5. The two (2) underlying principles which this provision seeks to avoid are preventing the existence of conflicting roles that might bias a contractor's judgement and preventing unfair competitive advantage. The following subsections prescribe certain limitations on contracting as the means of avoiding, neutralizing or mitigating organizational conflicts of interest.

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(a) If, under this contract, the contractor will provide systems engineering and technical direction for a system, but does not have overall contractual responsibility for its development, integration, assembly, checkout or production, the contractor shall not be awarded a subsequent contract to supply the system or any of its major components, or to act as consultant to a supplier of any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and technical direction. The term of this prohibition shall endure for the entire period of this contract and for two (2) years thereafter. Systems engineering is defined in FAR 9.505-1(b).

(b) If, under this contract, the contractor will prepare and furnish complete specifications covering nondevelopmental items, to be used in a competitive acquisition, the contractor shall not be permitted to furnish these items, either as a prime or subcontractor. The term of this prohibition shall endure for the entire period of this contract performance and for either two (2) years thereafter or the duration of the initial production contract, whichever is longer. This rule shall not apply to contractors who furnish specifications or data at Government request or to situations in which contractors act as Industry representatives to help Government agencies prepare, refine or coordinate specifications, provided this assistance is supervised and controlled by Government representatives.

(c) If, under this contract, the contractor will prepare or assist in preparing a work statement to be used in competitively acquiring a system or services, the contractor shall not supply the system, its major components, or the service unless the contractor is the sole source, the contractor has participated in the development and design work, or more than one contractor has been involved in preparing the work statement. The term of this prohibition shall endure for the entire period of this contract performance and for two years thereafter.

(d) If, under this contract, the contractor will provide technical evaluation of products or advisory and assistance services, the contractor shall not provide such services if the services relate to the contractor's own or a competitor's products or services unless proper safeguards are established to ensure objectivity.

(e) If, under this contract, the contractor gains access to proprietary or source selection information of other companies in performing advisory assistance services for the Government, the contractor agrees to protect this information from unauthorized use or disclosure and to refrain from using the information for any purpose other than that for which it was furnished. A separate agreement shall be entered into between the contractor and the company whose proprietary information is the subject of this restriction. A copy of this agreement shall be provided to the Contracting Officer.

The Contracting Officer has determined that, in performance of this contract, the contractor will be

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required to provide technical evaluation of various contractor's offers and products, as described in (d) above. Contracts involving (a) technical evaluations of contractor' offers or products or (b) consulting services shall not be awarded to a contractor that would advise the Government concerning its own products or activities or those of a competitor without proper safeguards. Therefore, Contractors or Subcontractors that have detail design and/or construction contracts with the Government which are directly involved with producing current nuclear attack submarines, surface combatants and/or advanced naval vehicles which may be subject to technical evaluation under this contract, shall not be eligible for award of this contract unless they submit a mitigation plan to avoid this organizational conflict of interest and that plan is approved by the Government.

(End of Clause)

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## SECTION J LIST OF ATTACHMENTS

DD Form 254 Supplement  
DD254