

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 08	3. EFFECTIVE DATE 10-Jun-2009	4. REQUISITION/PURCHASE REQ. NO. N00167-09-MR-60352		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-FD07
		10B. DATED (SEE ITEM 13) 04-Aug-2008
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
		BY /s/ [Redacted]	10-Jun-2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to add the next increment of funding in the amount of \$235,200.00.

SLIN	Amount funded by this modification	Requisition	ACRN
100033	[REDACTED]	91471320	BC
100034	[REDACTED]	91471327	BD
300019	[REDACTED]	91471327	BD

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

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

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 1 of 34	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Engineering & Technical Services in Support of Advanced Propulsor Engineering (TBD)	1.0 Lot	[REDACTED]		
100001	Incremental Funding [REDACTED] (OPN)				
100002	Incremental Funding [REDACTED] (OPN)				
100003	Incremental Funding [REDACTED] (RDT&E)				
100004	Incremental Funding [REDACTED] (RDT&E)				
100005	Incremental Funding [REDACTED] (RDT&E)				
100006	Incremental Funding [REDACTED] (RDT&E)				
100007	Incremental Funding [REDACTED] (SCN)				
100008	Incremental Funding [REDACTED] (SCN)				
100009	Incremental Funding [REDACTED] (O&MN,N)				
100010	Incremental Funding [REDACTED] (SCN)				
100011	Incremental Funding [REDACTED] (SCN)				
100012	Incremental Funding [REDACTED] (SCN)				

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 2 of 34	FINAL
----------------------------------	----------------------------	-----------------	-------

100013 Incremental
Funding
[REDACTED] (SCN)

100014 Incremental
Funding
[REDACTED] (SCN)

100015 Incremental
Funding
[REDACTED] (SCN)

100016 Incremental
Funding
[REDACTED] (SCN)

100017 Incremental
Funding
[REDACTED] (SCN)

100018 Incremental
Funding
[REDACTED] (SCN)

100019 Incremental
Funding
[REDACTED] (SCN)

100020 Incremental
Funding
[REDACTED] (SCN)

100021 Incremental
Funding
[REDACTED] (SCN)

100022 Incremental
Funding
[REDACTED] (OPN)

100023 Incremental
Funding
[REDACTED] (RDT&E)

100024 Incremental
Funding
[REDACTED] (SCN)

100025 Incremental
Funding
[REDACTED] (SCN)

100026 Incremental
Funding
[REDACTED] (RDT&E)

100027 Incremental
Funding
[REDACTED] (RDT&E)

100028 Incremental
Funding
[REDACTED] (RDT&E)

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 3 of 34	FINAL
----------------------------------	----------------------------	-----------------	-------

100029 Incremental
Funding
[REDACTED] (O&MN,N)

100030 Incremental
Funding
[REDACTED] (O&MN,N)

100031 Incremental
Funding
[REDACTED] (RDT&E)

100032 Incremental
Funding
[REDACTED] (RDT&E)

100033 Incremental
Funding
[REDACTED], SOW 3.3
(SCN)

100034 Incremental
Funding
[REDACTED], SOW 3.2
(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)	[REDACTED]
------	--	------------

300001 Incremental
Funding
[REDACTED] (OPN)

300002 Incremental
Funding
[REDACTED] (OPN)

300003 Incremental
Funding
[REDACTED] (RDT&E)

300004 Incremental
Funding
[REDACTED] (SCN)

300005 Incremental
Funding
[REDACTED] (SCN)

300006 Incremental
Funding
[REDACTED] (O&MN,N)

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 4 of 34	FINAL
----------------------------------	----------------------------	-----------------	-------

- 300007 Incremental
Funding
[REDACTED] (SCN)
- 300008 Incremental
Funding
[REDACTED] (SCN)
- 300009 Incremental
Funding
[REDACTED] (SCN)
- 300010 Incremental
Funding
[REDACTED] (SCN)
- 300011 Incremental
Funding
[REDACTED] (SCN)
- 300012 Incremental
Funding
[REDACTED] (SCN)
- 300013 Incremental
Funding
[REDACTED] (OPN)
- 300014 Incremental
Funding
[REDACTED] (SCN)
- 300015 Incremental
Funding
[REDACTED] (RDT&E)
- 300016 Incremental
Funding
[REDACTED] (O&MN, N)
- 300017 Incremental
Funding
[REDACTED] (O&MN, N)
- 300018 Incremental
Funding
[REDACTED] (RDT&E)
- 300019 Incremental
Funding
[REDACTED] SOW 3.2
(SCN)

This is a Cost Plus Fixed Fee (CPFF) effort.

The period of performance is four (4) years.

The requirements under this effort require access to Secret Documents.

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 4 year period of performance.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 5 of 34	FINAL
----------------------------------	----------------------------	-----------------	-------

The fee percentage applied under CLIN 1000 is [REDACTED] %.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 6 of 34	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1.0 INTRODUCTION

The contractor shall provide technical support services for the design, development, manufacture, installation, inspection, and ILS of advanced propulsors and standard Navy propellers. This technical support shall be provided to NSWCCD Codes 508, 6102, 722, 725, and 932. Support activities fall into six functional areas.

2.0 BACKGROUND

PMS450 works with NSWC CD to provide oversight and technical support in the design manufacture and integrated logistics support, ILS, of the VA class propulsor, associated sub assemblies and hardware. NSWC utilizes the services and expertise of contractors to support these efforts to ensure the VA class propulsor meets performance requirements as well as mission requirements once installed.

3.0 REQUIREMENTS

3.1 Propulsor Design and Development – This functional area involves technical support to the hydrodynamic, structural, and acoustic codes at NSWCCD involving advanced propulsor design development for Navy Submarines. The contractor shall provide design models and detailed drawings, specifications, designs and prototypes for acoustic features, inspection and tolerance requirements, and design inspection points and splines. The contractor shall also perform finite element analyses, fatigue methodology evaluations, crash-back stress analysis, manufacturability evaluations, and evaluations of hydrodynamic design surface models.

The contractor also is required to develop propeller drawings and to design propeller gauges and develop standard gauge drawings. Activities include: importing IGES files and performing surface validation, developing the cylindrical section splines, incorporating latest guidance changes from NSWC, developing the table of offsets in accordance with the Navy Standard Drawing, developing all hydrodynamic parameter values, and designing special feature details and dimensions and associated installation procedures.

This functional area also includes providing technical support to the hydrodynamic, manufacturing, and program office codes at NSWCCD involving advanced propulsor manufacturing technology for Navy Submarines. The contractor shall provide technical support and evaluations in the areas of foundry technology and practice, advanced inspection technology, and producibility improvements.

3.2 Propulsor Prototypes - The contractor shall design and procure prototype propulsor special features, unique inspection gauges, and specialized tooling to support NSWC testing and prototype propulsor manufacturing.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 7 of 34	FINAL
----------------------------------	----------------------------	-----------------	-------

Specific activities and the deliverables shall include:

- Verify accurate transfer of the design of record by use of Praxiteles Geometric Modeling Software and the VA Class Design Transfer Specification.
- Design gauges to satisfy dimensional requirements including 3D model of tip attachment gauges.
- Establish tolerances that will ensure that their application or use will satisfy final certification that the part is within tolerance.
- Perform Finite Element Analysis, FEA, to insure structural and shock load adequacy, or for gauges and tooling, that the distortion from use does not impact the function or the inspection results.
- Produce detailed manufacturing drawings and a procurement specification.
- Evaluate potential vendors and procure equipment based on manufacturing capabilities, delivery, and price.
- Obtain a full set of certification paperwork from manufacturer.
- Write application procedures to instruct the user.

3.3 Propulsor Manufacturing Engineering - This functional area involves providing technical support during the manufacture and inspection of the rotor and fixed propulsor. Technical support activities include:

- Engineering review of changes to manufacturing plans, procedures, and tooling concepts.
- Support the use of PROVAL inspection analysis software at NFPC. Modify the computer program and design files to accommodate changes to the hydrodynamic design of a rotor, and changes to required tolerances, analysis requirements, and computer output graphics.
- Review manufacturing waiver and deviation requests and provide recommendations for disposition. Evaluate and analyze hydrodynamic contour deviations and provide part specific analyses to hydrodynamic designers.
- Review and evaluate design changes in the form of Configuration Control Requests (CCRs) or Engineering Report Forms (ERF) and prepare and submit ERF/CCRs for required drawing changes.
- Evaluate manufacturer's inspection plans and proposed inspection processes for compliance with drawing I-Points and specified tolerances.
- Analyze dimensional inspection data from the Automated Propeller Optical Measurement System (APOMS) laser scanner for surface coverage, data density, and adherence to specified tolerances. Determine cropping angles for

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 8 of 34	FINAL
----------------------------------	----------------------------	-----------------	-------

scans to minimize shingling, but maintain coverage.

- Evaluate tooling inspection data to certify use for hydrodynamic inspection.
- Using demonstrated analysis software and modeling techniques, perform computer simulations of casting solidification and provide evaluations of casting shrinkage and cooling rates to NFPC along with recommendations for improvements in mold design.
- Evaluate machining process plans and methodology and provide input in achieving tolerances.
- Provide technical support during final assembly operations. Analyze final assembly inspection data to determine as-built hydrodynamic parameter deviations. Support the use of ASQUAL analysis software.
- Review detailed manufacturing schedules for realism and consistency with experience, provide tracking schedules, and make recommendations for productivity improvements.
- Provide management and maintenance of the Configuration Control Database System, OCTANE.

3.4 Propulsor Production Metrics – This functional area involves the evaluation, analysis, and tracking of propulsor manufacturing and inspection data for the purpose of monitoring production processes, and documenting the as-built condition of propulsor components. Specific activities include

- Track hydrodynamic parameter and contour deviations over time on rotor and stator blades.
- Analyze hydrodynamic and non-hydrodynamic deviations using statistical process control parameters. Provide evaluations and recommendations regarding the findings.
- Identify appropriate content for VA Class As-Built Database and input data.
- Determine final as-built hydrodynamic parameters for blade assembly deviations using ASPAR software.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 9 of 34	FINAL
----------------------------------	----------------------------	-----------------	-------

- Compare manufactured deviations of hydrodynamic contours to those of tested LSV rotors.

3.5 Propulsor Management and Life Cycle Support – The contractor shall provide program management support for propulsor programs and life cycle support for advanced propulsors.

Program management activities include:

- o Risk analysis
- o Strategic plans and acquisition strategy
- o Readiness evaluations
- o Manufacturing and project schedule development
- o Manufacturing and development cost estimates.

Life cycle technical support activities include:

- o Maintenance requirements, manuals, and procedures
- o Training programs
- o Repair tooling and gauge design, drawings, and procedure development
- o ILS requirements and support of spare storage facilities
- o SRA planning, support, and inspection activities

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 10 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

o Procedures, software, and forms for field and repair inspections

o Evaluation of repair and change-out facilities

4.0 GOVERNMENT FURNISHED PROPERTY (GFP)

None.

5.0 DELIVERABLES

Report Name	1st Submission Date	Subsequent Submission
Propulsor Design & Development	Status report, within 60 days after contract award	Status report - Monthly
Design Models	As Required	As Required
Detailed Dwg Package	As Required	As Required
Propulsor Prototypes	Status report, within 60 days after contract award	Status report - Monthly
Detailed Manufacturing Dwgs	As Required	As Required
Manuf. Application Procedures	As Required	As Required
Propulsor Manufacturing Engineering	Status report, within 60 days after contract award	Status report - Monthly
Technical Integration and Support		Status report - Monthly
Propulsor Production Metrics	Status report, within 60 days after contract award	Status report - Monthly
Update VA Class As-Built Database	As Required	As Required
Report on Productions Metrics	Interim Reporting as requested.	Final Report 1 MO Prior to contract closeout
Propulsor Management and Life Cycle Support	Status report, within 60 days after contract award	Status report - Monthly
Manual and Procedure for Maint. Reqt.	As Required	As Required
Training Manuals and Training Program	As Required	As Required
Repair Manuals	As Required	As Required

6.0 PLACE OF PERFORMANCE/TRAVEL

Place of performance: Contractors Site

Travel:

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 11 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

· NSWC Carderock, West Bethesda MD 20817

· Naval Foundry and Propeller Center

Philadelphia PA

· BAE, Minneapolis MN

· NAVSEA, WNY, Washington, DC

· RRNMI, Pascagoula, MS

· EB, Groton, CT

· EB Washington Engineering Office,

Washington, DC

7.0 SECURITY REQUIREMENTS

Security requirements are called out in the DD254. Classification requirements are at the SECRET level.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 12 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

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

Task Order Manager

NSWC Carderock Division

 Code 7220

9500 MacArthur Blvd.

West Bethesda, MD 20817-5700

(301) 227-5744



CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 13 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 14 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

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	FOUR (4) YEARS

(End of clause)

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 15 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

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

[REDACTED], 7220
9500 Mac Arthur Blvd
West Bethesda, MD 20817
[REDACTED]

301-227-5744

DdI-G-21 TYPES OF ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS
This Task Order shall be issued on a Cost-Plus-Fixed-Fee (Term) basis.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 16 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

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

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

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

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

<input type="checkbox"/>	Invoice (FFP Supply & Service)
<input type="checkbox"/>	Invoice and Receiving Report Combo (FFP Supply)
<input type="checkbox"/>	Invoice as 2-in-1 (FFP Service Only)
<input checked="" type="checkbox"/>	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
<input type="checkbox"/>	Receiving Report (FFP, DD250 Only)

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

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 17 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

Issue DODAAC	N00167
Admin DODAAC	S1403A
Pay Office DODAAC	HQ0339
Service Approver DODAAC	N00167
Ship To DODAAC	N00167
DCAA Auditor DODAAC	HAA643

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:
[REDACTED]

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

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

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

(End of Clause)

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 18 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

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 42,700 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.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 19 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

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

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

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting 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.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 20 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

(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
100001	[REDACTED]	[REDACTED]	Thru 3 August 2012
100002	[REDACTED]	[REDACTED]	Thru 3 August 2012
100003	[REDACTED]	[REDACTED]	Thru 3 August 2012
100004	[REDACTED]	[REDACTED]	Thru 3 August 2012
100005	[REDACTED]	[REDACTED]	Thru 3 August 2012
100006	[REDACTED]	[REDACTED]	Thru 3 August 2012
100007	[REDACTED]	[REDACTED]	Thru 3 August 2012
100008	[REDACTED]	[REDACTED]	Thru 3 August 2012
100009	[REDACTED]	[REDACTED]	Thru 3 August 2012
100010	[REDACTED]	[REDACTED]	Thru 3 August 2012
100011	[REDACTED]	[REDACTED]	Thru 3 August 2012
100012	[REDACTED]	[REDACTED]	Thru 3 August 2012
100013	[REDACTED]	[REDACTED]	Thru 3 August 2012
100014	[REDACTED]	[REDACTED]	Thru 3 August 2012
100015	[REDACTED]	[REDACTED]	Thru 3 August 2012
100016	[REDACTED]	[REDACTED]	Thru 3 August 2012
100017	[REDACTED]	[REDACTED]	Thru 3 August 2012
100018	[REDACTED]	[REDACTED]	Thru 3 August 2012
100019	[REDACTED]	[REDACTED]	Thru 3 August 2012
100020	[REDACTED]	[REDACTED]	Thru 3 August 2012
100021	[REDACTED]	[REDACTED]	Thru 3 August 2012
100022	[REDACTED]	[REDACTED]	Thru 3 August 2012
100023	[REDACTED]	[REDACTED]	Thru 3 August 2012
100024	[REDACTED]	[REDACTED]	Thru 3 August 2012
100025	[REDACTED]	[REDACTED]	Thru 3 August 2012
100026	[REDACTED]	[REDACTED]	Thru 3 August 2012
100027	[REDACTED]	[REDACTED]	Thru 3 August 2012
100028	[REDACTED]	[REDACTED]	Thru 3 August 2012
100029	[REDACTED]	[REDACTED]	Thru 3 August 2012
100030	[REDACTED]	[REDACTED]	Thru 3 August 2012
100031	[REDACTED]	[REDACTED]	Thru 3 August 2012
100032	[REDACTED]	[REDACTED]	Thru 3 August 2012
100033	[REDACTED]	[REDACTED]	Thru 3 August 2012
100034	[REDACTED]	[REDACTED]	Thru 3 August 2012
300001	[REDACTED]	N/A	Thru 3 August 2012
300002	[REDACTED]	N/A	Thru 3 August 2012

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 21 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

300003	[REDACTED]	N/A	Thru 3 August 2012
300004	[REDACTED]	N/A	Thru 3 August 2012
300005	[REDACTED]	N/A	Thru 3 August 2012
300006	[REDACTED]	N/A	Thru 3 August 2012
300007	[REDACTED]	N/A	Thru 3 August 2012
300008	[REDACTED]	N/A	Thru 3 August 2012
300009	[REDACTED]	N/A	Thru 3 August 2012
300010	[REDACTED]	N/A	Thru 3 August 2012
300011	[REDACTED]	N/A	Thru 3 August 2012
300012	[REDACTED]	N/A	Thru 3 August 2012
300013	[REDACTED]	N/A	Thru 3 August 2012
300014	[REDACTED]	N/A	Thru 3 August 2012
300015	[REDACTED]	N/A	Thru 3 August 2012
300016	[REDACTED]	N/A	Thru 3 August 2012
300017	[REDACTED]	N/A	Thru 3 August 2012
300018	[REDACTED]	N/A	Thru 3 August 2012
300019	[REDACTED]	N/A	Thru 3 August 2012

(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 100001-100034 and 300001-300019 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

It is estimated that these incremental funds will provide for [if LOE, enter the number of hours; if completion or supply enter items and quantities]. The following details funding to date:

Total Contract	Funds This	Previous	Funds	Balance
CPFF	Action	Funding	Available	Unfunded

[REDACTED]

(End of Clause)

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 22 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

SLINID	PR Number	Amount
100001	73409754	[REDACTED]
LLA :		
AA 1781810 H1RC 253 SASUB 0 068342 2D 000000 RC1060000000 N0002408WX30338/AA		
100002	73409791	[REDACTED]
LLA :		
AA 1781810 H1RC 253 SASUB 0 068342 2D 000000 RC1060000000 N0002408WX30338/AA		
300001	73409754	[REDACTED]
LLA :		
AA 1781810 H1RC 253 SASUB 0 068342 2D 000000 RC1060000000 N0002408WX30338/AA		
300002	73409791	[REDACTED]
LLA :		
AA 1781810 H1RC 253 SASUB 0 068342 2D 000000 RC1060000000 N0002408WX30338/AA		

MOD 1

100003	82246577	[REDACTED]
LLA :		
AB 1781319 H5YT 253 SASUB 0 068342 2D 010240 F19470000010 N0002408WX11211/AA		
100004	82267031	[REDACTED]
LLA :		
AD 97X4930 NH1C 000 77777 0 000167 2F 000000 081508058771		
100005	82287612	[REDACTED]
LLA :		
AE 97X4930 NH1C 000 77777 0 000167 2F 000000 081508058921		
100006	82287596	[REDACTED]
LLA :		
AF 97X4930 NH1C 000 77777 0 000167 2F 000000 081508058911		
100007	82266965	[REDACTED]
LLA :		
AG 97X4930 NH1C 000 77777 0 000167 2F 000000 071508044032		
100008	82287560	[REDACTED]
LLA :		
AH 97X4930 NH1C 000 77777 0 000167 2F 000000 081913207201		
100009	82287544	[REDACTED]
LLA :		
AJ 97X4930 NH1C 000 77777 0 000167 2F 000000 081508050101		
300003	82246577	[REDACTED]
LLA :		
AB 1781319 H5YT 253 SASUB 0 068342 2D 010240 F19470000010 N0002408WX11211/AA		
300004	82256781	[REDACTED]
LLA :		
AC 97X4930 NH1C 000 77777 0 000167 2F 000000 081508045853		
300005	82287560	[REDACTED]
LLA :		
AH 97X4930 NH1C 000 77777 0 000167 2F 000000 081913207201		
300006	82287544	[REDACTED]
LLA :		
AJ 97X4930 NH1C 000 77777 0 000167 2F 000000 081508050101		

MOD 2

100010	83525981	[REDACTED]
LLA :		
AK 1761811 H232 253 WAWRH 0 068342 2D 000000 200795000000 N0002406WX20734/AC		
100011	83526122	[REDACTED]
LLA :		
AL 1771811 H232 253 WAWRH 0 068342 2D 000000 200805000000 N0002407WX20314/AC		
100012	83526131	[REDACTED]
LLA :		

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 23 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

AM 1781811 H232 253 WAWRH 0 068342 2D 000000 200345000000 N0002408WX20474/AA

100013 83526133 [REDACTED]
LLA :
AN 1791811 H232 253 WAWRH 0 068342 2D 000000 200375000000 N0002409WX20348/AA

100014 83526138 [REDACTED]
LLA :
AP 1791811 H230 253 WAWRH 0 068342 2D 000000 200385000000 N0002409WX20745/AA

100015 83526141 [REDACTED]
LLA :
AK 1761811 H232 253 WAWRH 0 068342 2D 000000 200795000000 N0002406WX20734/AC

100016 83526164 [REDACTED]
LLA :
AL 1771811 H232 253 WAWRH 0 068342 2D 000000 200805000000 N0002407WX20314/AC

100017 83526167 [REDACTED]
LLA :
AM 1781811 H232 253 WAWRH 0 068342 2D 000000 200345000000 N0002408WX20474/AA

100018 83526169 [REDACTED]
LLA :
AN 1791811 H232 253 WAWRH 0 068342 2D 000000 200375000000 N0002409WX20348/AA

100019 83526172 [REDACTED]
LLA :
AP 1791811 H230 253 WAWRH 0 068342 2D 000000 200385000000 N0002409WX20745/AA

100020 83536248 [REDACTED]
LLA :
AQ 97X4930 NH1C 000 77777 0 000167 2F 000000 091508064710

100021 83536249 [REDACTED]
LLA :
AR 97X4930 NH1C 000 77777 0 000167 2F 000000 091508062301

100022 83536250 [REDACTED]
LLA :
AS 1791810 H1RC 253 SASUB 0 068342 2D 000000 RC1060000000 N0002409WX30394/AA

300007 83526122 [REDACTED]
LLA :
AL 1771811 H232 253 WAWRH 0 068342 2D 000000 200805000000 N0002407WX20314/AC

300008 83526131 [REDACTED]
LLA :
AM 1781811 H232 253 WAWRH 0 068342 2D 000000 200345000000 N0002408WX20474/AA

300009 83526133 [REDACTED]
LLA :
AN 1791811 H232 253 WAWRH 0 068342 2D 000000 200375000000 N0002409WX20348/AA

300010 83526164 [REDACTED]
LLA :
AL 1771811 H232 253 WAWRH 0 068342 2D 000000 200805000000 N0002407WX20314/AC

300011 83526167 [REDACTED]
LLA :
AM 1781811 H232 253 WAWRH 0 068342 2D 000000 200345000000 N0002408WX20474/AA

300012 83536248 [REDACTED]
LLA :
AQ 97X4930 NH1C 000 77777 0 000167 2F 000000 091508064710

300013 83536250 [REDACTED]
LLA :
AS 1791810 H1RC 253 SASUB 0 068342 2D 000000 RC1060000000 N0002409WX30394/AA

MOD 3

100023 83576784 [REDACTED]
LLA :
AT 97X4930 NH1C 000 77777 0 000167 2F 000000 091508065201

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 24 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

MOD 4

100024 90221165 [REDACTED]
LLA :
AU 97X4930 NH1C 000 77777 0 000167 2F 000000 091202098066

MOD 5

100025 90569733 [REDACTED]
LLA :
AV 1781811 H232 253 WAWRB 0 068342 2D 000000 200342000000
Standard Number: N0002408WX20474/AF

100026 90569736 [REDACTED]
LLA :
AW 97X4930 NH1C 000 77777 0 000167 2F 000000 091508066376

100027 90549110 [REDACTED]
LLA :
AX 97X4030 NH1C 000 77777 0 000167 2F 000000 091508066380

100028 90549104 [REDACTED]
LLA :
AY 97X4930 NH1C 000 77777 0 000167 2F 000000 091508066702

300014 90569733 [REDACTED]
LLA :
AV 1781811 H232 253 WAWRB 0 068342 2D 000000 200342000000
Standard Number: N0002408WX20474/AF

300015 90569736 [REDACTED]
LLA :
AW 97X4930 NH1C 000 77777 0 000167 2F 000000 091508066376

MOD 6

100029 90631682 [REDACTED]
LLA :
AZ 97X4930 NH1C 000 77777 0 000167 2F 000000 091508063123

100030 90631684 [REDACTED]
LLA :
BA 97X4030 NH1C 000 77777 0 000167 2F 000000 091913220092

100031 90569736 [REDACTED]
LLA :
AW 97X4930 NH1C 000 77777 0 000167 2F 000000 091508066376

300016 90631682 [REDACTED]
LLA :
AZ 97X4930 NH1C 000 77777 0 000167 2F 000000 091508063123

300017 90631684 [REDACTED]
LLA :
BA 97X4030 NH1C 000 77777 0 000167 2F 000000 091913220092

300018 90569736 [REDACTED]
LLA :
AW 97X4930 NH1C 000 77777 0 000167 2F 000000 091508066376

MOD 7

100031 90569736 [REDACTED]
LLA :
AW 97X4930 NH1C 000 77777 0 000167 2F 000000 091508066376

100032 90961948 [REDACTED]
LLA :
BB 97X4930 NH1C 000 77777 0 000167 2F 000000 091508065204

300018 90569736 [REDACTED]
LLA :
AW 97X4930 NH1C 000 77777 0 000167 2F 000000 091508066376

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 25 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

MOD 08

100033 91471320

LLA :

BC 97X4930 NH1C 000 77777 0 000167 2F 000000 081508053862

100034 91471327

LLA :

BD 1791811 H232 253 WAWRN 0 068342 2D 000000 200371000000 N0002409WX20348/AC

300019 91471327

LLA :

BD 1791811 H232 253 WAWRN 0 068342 2D 000000 200371000000 N0002409WX20348/AC

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 26 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

Table 1: Overall Performance Ratings

For The Evaluation Period

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

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

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 27 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

least “Satisfactory” overall performance.

(d) Performance Evaluation Criteria: The contractor’s performance will be evaluated on an annual basis using the criteria and standards provided 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	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary

Staffing	Table (see SOW or elsewhere in the Task Order). Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Table(see SOW or elsewhere in the Task Order). Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Table (see SOW or elsewhere in the Task 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.

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.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 29 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

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 agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally 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.	Reductions in direct costs to the Government below contract 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 pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

See Attachment CAR-H10 Performance Requirements Summary Table

Clause HQ C-2-0037 "Organizational Conflict of Interest" (NAVSEA) (JUL 2000) is hereby invoked in accordance with the Basic Contract.

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contractor or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 30 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

(d)(1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work order or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees, that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivery any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 31 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 32 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

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

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

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

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

(1) assign additional work under the task order;

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

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

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

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

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

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

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

(End of Clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 33 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FD07	PAGE 34 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

DD 254 Contract Security Classification Specification

CAR-H10 Performance Summary Table