

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES	
	U	1	2

2. AMENDMENT/MODIFICATION NO. 11	3. EFFECTIVE DATE 12-Dec-2013	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00167	7. ADMINISTERED BY (If other than Item 6) CODE	S1403A

NSWC, CARDEROCK DIVISION, MARYLAND
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DCMA TACTICAL WHEELED VEHICLES CHICAGO
1523 WEST CENTRAL ROAD, BLDG. 203
ARLINGTON HEIGHTS IL 60005-2451

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Alion - IPS Corporation 1000 Burr Ridge Parkway, Suite 202 Burr Ridge IL 60527	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4066-FD09
	10B. DATED (SEE ITEM 13) 30-Dec-2010
CAGE CODE 3UWB7	FACILITY CODE

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.

(*)	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"/>	
<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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a)(3)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 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) Alan Gould	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR /s/Alan Gould (Signature of person authorized to sign)	15C. DATE SIGNED 18-Dec-2013 (Signature of Contracting Officer)

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this no cost modification is to extend the end of the period of performance of the task order through 28 May 2014. Accordingly, wherever 29 December 2013 or three (3) years appear as the end of the period of performance, it is hereby changed to 28 May 2014.

The total amount of funds obligated to the task, as last revised under Mod 10, remains unchanged

The total value of the order, as last revised under Mod 06, remains unchanged at

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	---	-----	----	----	-----	-----	-----
4000	AC34	Engineering services for submarine propulsor design in accordance with Section C-Statement of Work. (Fund Type - TBD)					
400001	AC34	Incremental funding in the amount of for Section 2.2 of SOW (RDT&E)					
400002	AC34	Incremental funding in the amount of for Section 2.3 of SOW (SCN)					
400003	AC34	Incremental funding in the amount of for Section 2.3 of SOW (SCN)					
400004	AC34	Incremental funding in the amount of for Section 2.3 of SOW (SCN)					
400005	AC34	Incremental funding in the amount of for Section 2.3 of SOW (SCN)					
400006	AC34	Incremental funding in the amount of for Section 2.3 of SOW (OPN)					

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400007 AC34 Incremental
funding in the
amount of
for
Section 2.2 of
SOW (RDT&E)

400008 AC34 Incremental
funding in the
amount of
for Section 2.2
of SOW (O&MN,N)

400009 AC34 Incremental
funding in the
amount of
for Section 2.3
of SOW (SCN)

400010 AC34 Incremental
funding in the
amount of
for Section 2.3
of SOW (SCN)

400011 AC34 Incremental
funding in the
amount of
for Section 2.3
of SOW (SCN)

400012 AC34 Incremental
funding in the
amount of
for Section 2.3
of SOW (SCN)

400013 AC34 Incremental
funding in the
amount of
for
Section 2.3 of
SOW (SCN)

400014 AC34 Incremental
funding in the
amount of
for Section 2.3
of SOW (SCN)

400015 AC34 Incremental
funding in the
amount of
for
Section 2.3 of
SOW (SCN)

4001 AC34 OPTION Year 1- 1.0 LO

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Engineering
services for
submarine
propulsor design
in accordance
with Section C-
Statement of
Work. (Fund Type
- TBD)

400101 AC34 Incremental
funding in the
amount of
for Section 2.3
of SOW (SCN)

400102 AC34 Incremental
funding in the
amount of
for Section 2.3
of SOW (SCN)

400103 AC34 Incremental
funding in the
amount of
for Section 2.3
of SOW (RDT&E)

400104 AC34 Incremental
funding in the
amount of
for
Section 2.2 of
SOW (RDT&E)

400105 AC34 Incremental
funding in the
amount of
for Section 2.1
of SOW (RDT&E)

400106 AC34 Incremental
funding in the
amount of
for Section 2.3
of SOW (SCN)

400107 AC34 Incremental
funding in the
amount of
for Section 2.3
of SOW (SCN)

400108 AC34 Incremental
funding in the
amount of
for Section 2.2
of SOW (SCN)

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400109 AC34 Incremental
funding in the
amount of
for Section 2.2
of SOW (RDT&E)

400110 AC34 Incremental
funding in the
amount of
for Section 2.4
of SOW (SCN)

400111 AC34 Incremental
funding in the
amount of
for Section 2.4
of SOW (SCN)

400112 AC34 Incremental
funding in the
amount of
for Section 2.2
of SOW (RDT&E)

400113 AC34 Incremental
funding in the
amount of
for Section 2.2
of SOW (RDT&E)

400114 AC34 Incremental
funding in the
amount of
for TI-01 (SCN)

400115 AC34 Incremental
funding in the
amount of
for TI-03 (SCN)

400116 AC34 Incremental
funding in the
amount of
for TI-03 (SCN)

400117 AC34 Incremental
funding in the
amount of
for TI-04 (SCN)

400118 AC34 Incremental
funding in the
amount of
for TI-04 (SCN)

400119 AC34 Incremental
funding in the

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amount of
for TI-09 (RDT&E)

400120 AC34 Incremental
funding in the
amount of
for TI-05 (SCN)

400121 AC34 Incremental
funding in the
amount of
for
TI-05 (SCN)

400122 AC34 Incremental
funding in the
amount of
for TI-02 (RDT&E)

400123 AC34 Incremental
funding in the
amount of
for
TI-06 Rev 1
(RDT&E)

400124 AC34 Incremental
funding in the
amount of
for TI-06 Rev 1
(RDT&E)

400125 AC34 Incremental
funding in the
amount of
for TI-11 (RDT&E)

400126 AC34 Incremental
funding in the
amount of
for TI-11 (RDT&E)

400127 AC34 Incremental
funding in the
amount of
for TI-11 (RDT&E)

400128 AC34 Incremental
funding in the
amount of
or
TI-06 Rev 1 (SCN)

400129 AC34 Incremental
funding in the
amount of
for TI-12 (SCN)

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400130 AC34 Incremental
funding in the
amount of
for TI-12 (SCN)

4002 AC34 OPTION Year 2-
Engineering
services for
submarine
propulsor design
in accordance
with Section C-
Statement of
Work. (Fund Type
- TBD)

400201 AC34 Incremental
funding in the
amount of
for TI-12 (SCN)

400202 AC34 Incremental
funding in the
amount of
for TI-13 (SCN)

400203 AC34 Incremental
funding in the
amount of
for TI-13 (SCN)

400204 AC34 Incremental
funding in the
amount of
for TI-14 (SCN)

400205 AC34 Incremental
funding in the
amount of
for TI-14 (SCN)

400206 AC34 Incremental
funding in the
amount of
for TI-15 (SCN)

400207 AC34 Incremental
funding in the
amount of
for TI-15 (SCN)

400208 AC34 Incremental
funding in the
amount of
for
TI-11 Rev 1
(RDT&E)

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400209 AC34 Incremental
funding in the
amount of
or
TI-13-7210-MB-17
(RDT&E)

400210 AC34 Incremental
funding in the
amount of
for
TI-12-7210-MB-11
(RDT&E)

400211 AC34 Incremental
funding in the
amount of
for
TI-13-7210-MB-18
Rev 0. 2410(a)
Authority is
hereby invoked.
(SCN)

400212 AC34 Incremental
funding in the
amount of
for
TI-13-7210-MB-19
Rev 0 (SCN)

400213 AC34 Incremental
funding in the
amount of
for
TI-13-7210-MB-20
Rev 0 (SCN)

400214 AC34 Incremental
funding in the
amount of
for
TI-13-7210-MB-20
Rev 0 (SCN)

400215 AC34 Incremental
funding in the
amount of
for
TI-13-7210-MB-21
Rev 0 (SCN)

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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6000 AC34 Other Direct 1.0 LO
 Costs (material,
 travel,
 miscellaneous
 including
 applicable
 indirect costs) -
 Non-fee bearing.
 (Fund Type - TBD)

600001 AC34 Incremental
 funding in the
 amount of
 for Section 2.2
 of SOW (RDT&E)

600002 AC34 Incremental
 funding in the
 amount of
 for Section 2.3
 of SOW (SCN)

600003 AC34 Incremental
 funding in the
 amount of
 for Section 2.3
 of SOW (OPN)

600004 AC34 Incremental
 funding in the
 amount of
 for Section 2.2
 of SOW (RDT&E)

600005 AC34 Incremental
 funding in the
 amount of
 for Section 2.2
 of SOW (O&MN,N)

600006 AC34 Incremental
 funding in the
 amount of
 for Section 2.3
 of SOW (SCN)

600007 AC34 Incremental
 funding in the
 amount of
 for Section 2.3
 of SOW (SCN)

600008 AC34 Incremental
 funding in the
 amount of
 for Section 2.3
 of SOW (SCN)

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600009 AC34 Incremental
funding in the
amount of
for Section 2.3
of SOW (SCN)

600010 AC34 Incremental
funding in the
amount of
for Section 2.3
of SOW (SCN)

600011 AC34 Incremental
funding in the
amount of
for Section 2.2
of SOW (RDT&E)

600012 AC34 Incremental
funding in the
amount of
for Section 2.1
of SOW (RDT&E)

600013 AC34 Incremental
funding in the
amount of
for Section 2.3
of SOW (SCN)

600014 AC34 Incremental
funding in the
amount of
for Section 2.3
of SOW (SCN)

600015 AC34 Incremental
funding in the
amount of
for Section 2.3
of SOW (RDT&E)

600016 AC34 Incremental
funding in the
amount of
for Section 2.2
of SOW (SCN)

600017 AC34 Incremental
funding in the
amount of
for Section 2.4
of SOW (SCN)

600018 AC34 Incremental
funding in the
amount of
for Section 2.2

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of SOW (RDT&E)

- 600019 AC34 Incremental
funding in the
amount of
for Section 2.2
of SOW (RDT&E)
- 600020 AC34 Incremental
funding in the
amount of
for TI-04 (SCN)
- 600021 AC34 Incremental
funding in the
amount of
for TI-04 (SCN)
- 600022 AC34 Incremental
funding in the
amount of
for TI-05 (SCN)
- 600023 AC34 Incremental
funding in the
amount of
for TI-05 (SCN)
- 600024 AC34 Incremental
funding in the
amount of
for
TI-02 (RDT&E)
- 600025 AC34 Incremental
funding in the
amount of
for
TI-06 (RDT&E)
- 600026 AC34 Incremental
funding in the
amount of
for
TI-06 Rev 1
(RDT&E)
- 600027 AC34 Incremental
funding in the
amount of
for
TI-06 Rev 1
(RDT&E)
- 600028 AC34 Incremental
funding in the
amount of
for TI-11 (RDT&E)

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600029 AC34 Incremental
funding in the
amount of
for TI-12 (SCN)

600030 AC34 Incremental
funding in the
amount of
for TI-12 (SCN)

600031 AC34 Incremental
funding in the
amount of
for TI-13 (SCN)

600032 AC34 Incremental
funding in the
amount of
for TI-13 (SCN)

600033 AC34 Incremental
funding in the
amount of
for TI-14 (SCN)

600034 AC34 Incremental
funding in the
amount of
for
TI-11 Rev 1
(RDT&E)

600035 AC34 Incremental
funding in the
amount of
for
TI-13-7210-MB-17
(RDT&E)

600036 AC34 Incremental
funding in the
amount of
for
TI-12-7210-MB-11
(RDT&E)

600037 AC34 Incremental
funding in the
amount of
for
TI-13-7210-MB-18
Rev 0. 2410(a)
Authority is
hereby invoked.
(SCN)

600038 AC34 Incremental

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funding in the
amount of
for
TI-13-7210-MB-19
Rev 0 (SCN)

600039 AC34 Incremental
funding in the
amount of
for
TI-13-7210-MB-20
Rev 0 (SCN)

600040 AC34 Incremental
funding in the
amount of
for
TI-13-7210-MB-20
Rev 0 (SCN)

600041 AC34 Incremental
funding in the
amount of
for
TI-13-7210-MB-21
Rev 0 (SCN)

The fixed fee percentage of CLINs 4000 and 4001 is

The fixed fee percentage of CLIN 4002 is

The approved subcontractors/consultants are as follows:
Propulsor Technology Incorporated

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

This is a performance based statement of work. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels described below and the evaluation methods described in provision CAR H09 in Section H.

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, 725,721, and 932. Support activities fall under the following task areas:

2.0 REQUIREMENTS

2.1 Propulsor Prototypes -

The contractor shall design and provide prototype propulsors, propulsor special features, unique inspection gauges, and specialized tooling to support NSWC testing and prototype propulsor manufacturing. This shall include up to three propulsors for testing on Large Scale Vehicle (LSV) 2. These shall be manufactured using monoblock and/or bolted on blade construction.

The contractor shall provide support in the following areas:

2.1.1 The contractor shall verify the accurate transfer of the design of record by using Praxiteles Geometric Modeling Software and the VA Class Design Transfer Specification.

2.1.2 The contractor shall design gauges to satisfy dimensional requirements including a 3D model of the tip attachment gauges.

2.1.3 The contractor shall establish tolerances that shall ensure that their application or use satisfies final certification that the part is within tolerance.

2.1.4 The contractor shall perform Finite Element Analysis (FEA) to ensure structural and shock load adequacy, or for gauges and tooling, that the distortion from use does not impact the function or the inspection results.

2.1.5 The contractor shall produce detailed manufacturing drawings and specifications.

2.1.6 The contractor shall assist in the evaluation of potential vendors and provide equipment based on manufacturing capabilities, delivery, and price.

2.1.7 The contractor shall obtain a full set of certification paperwork from the manufacturer.

2.1.8 The contractor shall develop application procedures to instruct the user.

2.1.9 The contractor shall provide support during installation and testing of prototype units on LSV 2.

2.2 Propulsor Design and Development –

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The contractor shall provide 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 shall develop propeller drawings, design propeller gauges, and develop standard gauge drawings. The contractor shall import IGES files and perform surface validation, develop the cylindrical section splines, incorporate latest guidance changes from NSWC, develop the table of offsets in accordance with the Navy Standard Drawing, develop all hydrodynamic parameter values, and design special feature details and dimensions and associated installation procedures.

The contractor shall provide 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 assist in the evaluation in the areas of foundry technology and practice, advanced inspection technology, and producibility improvements.

2.3 Propulsor Manufacturing Engineering -

The contractor shall provide technical support during the manufacture and inspection of the rotor and fixed propulsor. The contractor shall provide support in the following areas:

2.3.1 The contractor shall provide engineering review of changes to manufacturing plans, procedures, and tooling concepts.

2.3.2 The contractor shall support the use of Property Valuation (PROPVAL) inspection analysis software at Naval Foundry and Propeller Center (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.

2.3.3 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.

2.3.4 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 to the TOM.

2.3.5 Evaluate manufacturer's inspection plans and proposed inspection processes for compliance with drawing I-Points and specified tolerances.

2.3.6 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 scans to minimize shingling, but maintain coverage.

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2.3.7 Evaluate tooling inspection data to certify its use for hydrodynamic inspection.

2.3.8 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 via the TOM.

2.3.9 Evaluate machining process plans and methodology and provide input in achieving tolerances.

2.3.10 Provide technical support during final assembly operations. The contractor shall analyze final assembly inspection data to determine as-built hydrodynamic parameter deviations. The contractor shall support the use of ASQUAL analysis software.

2.3.11 Review detailed manufacturing schedules, provide tracking schedules, and make recommendations for productivity improvements.

2.3.12 Provide management and maintenance of the Configuration Control Database System, OCTANE.

2.4 Propulsor Production Metrics –

The contractor shall provide support through 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. The contractor shall provide support in the following areas:

2.4.1 Track hydrodynamic parameter and contour deviations over time on rotor and stator blades.

2.4.2 Analyze hydrodynamic and non-hydrodynamic deviations using statistical process control parameters. Provide evaluations and recommendations regarding the findings.

2.4.3 Identify appropriate content for an As-Built Database and input the data.

2.4.4 Determine final as-built hydrodynamic parameters for blade assembly deviations using ASPAR measurement software.

2.4.5 Compare manufactured deviations of hydrodynamic contours to those of tested Large Scale Vehicle (LSV) rotors.

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

2.5.1 The contractor shall provide program management support in the following areas:

2.5.1.1 Risk analysis

2.5.1.2 Strategic plans and acquisition strategy

2.5.1.3 Readiness evaluations

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2.5.1.4 Manufacturing and project schedule development

2.5.1.5 Manufacturing and assisting in the development of cost estimates.

2.5.2 The contractor shall provide life cycle technical support including:

2.5.2.1 Maintenance requirements, manuals, and procedures

2.5.2.2 Training programs

2.5.2.3 Repair tooling and gauge design, drawings, and procedure development

2.5.2.4 Integrated Library System (ILS) requirements and support of spare storage facilities

2.5.2.5 Ship's Restricted Availability (SRA) planning, support, and inspection activities

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

2.5.2.7 Evaluation of repair and change-out facilities

2.6 Security Requirements - The attached DD form 254 - Contract Security Classification Specification is applicable to the services to be performed under this task order.

3.0 Personnel Requirements

Program Manager (Key Personnel) -Resume required

The Program Manager should have 25 years of technical and program management related experience. At least 15 years experience shall be directly related to the design, manufacturing, inspection and ILS for US Navy submarine propulsors. The individual proposed for this labor category should have experience leading propulsor projects including; development of custom software for analyzing the geometric tolerances, implementation of propulsor ILS and training, and development and implementation tolerances and inspection process for both propulsor manufacturing and repair and Maintenance and ILS requirements of VIRGINIA and SEAWOLF Propulsors. Design and development of tooling, inspection processes and procedures for propulsor repair. The individual proposed for this labor category should have a Bachelor's degree in engineering or science from an accredited college. Master's degree in engineering or science or an MBA will receive a higher score.

Design Project Engineer (Key Personnel) -Resume required

The Design Project Engineer should have 15 years technical experience directly related to the design, production, and repair of US Navy submarine propulsors. At least 5 years of that experience should be at an actual propeller manufacturing facility. The individual proposed for this labor category should have experience leading propulsor design projects including 3D CAD modeling, manufacturing drawings, finite element structural analysis, acoustic feature design, computer-aided casting simulation, casting mold design, inspection tooling and gage design, and rotating unbalance vibration analysis. This labor category requires a Bachelor's degree plus a

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Master's degree in science or engineering from an accredited college.

Software Project Engineer (Key Personnel)- Resume required

The Software Project Engineer should have 15 years of technical experience directly related to the development of software for propulsor geometric inspection and analysis. The individual proposed for this labor category should have experience leading propulsor manufacturing and inspection software projects including manipulation/interrogation of 3D NURBS surface geometry, analysis of laser inspection cloud data, 6 degree-of-freedom localization algorithms, and propulsor hydrodynamic parameter computation and analysis. This individual should have experience with the US Navy's Praxiteles, and PropVal software packages. This labor category requires a Bachelor's degree plus a Master's degree in engineering, computer science or mathematics from an accredited college.

Non-Key Personnel- No resumes required

Senior Mechanical Engineer

The Senior Mechanical Engineer shall have 10 years technical experience directly related to the production, repair, inspection and maintenance of US Navy submarine propulsors or similar turbo-machinery along with experience with Propulsor hydrodynamic surface model evaluation using Praxiteles Geometric Modeling Software and VA Class Design Transfer Specification. This labor category requires a Bachelor's degree in engineering from an accredited college.

Senior Software Engineer

The Senior Software Engineer shall have 10 years of technical experience directly related to the development of software for US Navy propulsor geometric inspection and analysis. This position shall have experience with development, modification, and support of PROPVAL software for evaluation of propulsor blades and ASQUAL software for evaluation of propulsor assembly tolerances. This labor category requires a Bachelor's degree in engineering, computer science or mathematics from an accredited college.

Mechanical Engineer

The Mechanical Engineer shall have 2 years of engineering experience directly related to the design, analysis, inspection and ILS for US Navy submarine propulsors and tooling. This includes the evaluation, analysis and implementation of advanced inspection and manufacturing processes for propulsor manufacturing. This position shall also design and procurement of propulsor manufacturing tooling along with manufacturing and inspection requirements for VIRGINIA and SEAWOLF propulsors and evaluation of manufacturing deviations and waivers. This labor category requires a Bachelor's degree in engineering from an accredited college.

Mechanical Designer

The Mechanical Designer shall have 2 years of 3D CAD design experience related to the design,

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manufacturing, inspection and ILS for US Navy submarine propulsors and tooling. This position shall have experience with complex CAD surface design and analysis, mold design, pattern design and computer simulation of casting solidification of propulsor casting alloys, and design and drawing of Navy standard gauges as well as specialized repair inspection gauges. This labor category requires a Associate's degree in engineering or computer technology.

Senior Technician

The Senior Technician shall have 20 years related technical experience with a minimum 5 years active duty submarine experience. Must have experience in development and maintenance of configuration management databases and Gantt charts for propulsor manufacturing and ILS projects. This labor category requires a Associate degree in engineering or computer technology, or equivalent military training.

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SECTION D PACKAGING AND MARKING

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

Contracting Officer's Representative
Michael C. Beer
9500 MacArthur Blvd, Building 3, Room 331
West Bethesda, MD 20817
michael.beer@navy.mil
301-227-5606

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SECTION E INSPECTION AND ACCEPTANCE

The inspection and acceptance shall be made at destination by the following Contracting Officer's Representative (COR):

N00167
Michael C. Beer
9500 MacArthur Blvd, Building 3, Room 331
West Bethesda, MD 20817
michael.beer@navy.mil
301-227-5606

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

4000	12/23/2010 - 5/28/2014
4001	5/25/2011 - 5/28/2014
4002	10/16/2012 - 5/28/2014
6000	12/23/2010 - 5/28/2014

CLIN - DELIVERIES OR PERFORMANCE

Services to be performed hereunder will be provided at the contractor's site.

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
4000	All	Through 28 May 2014
4001	All	Through 28 May 2014
4002	All	Through 28 May 2014
6000	All	Through 28 May 2014

If all options are exercised, the total period of performance shall be the effective date of the eask order through 28 May 2014.

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer's Representative
Michael C. Beer
9500 MacArthur Blvd, Building 3, Room 331
West Bethesda, MD 20817
michael.beer@navy.mil
301-227-5606

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.

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

(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/navvaos/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*)

Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)

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

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:
michael.beer@navy.mil

(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 at (301) 227-5419.

(End of Clause)

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 64,500 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 0 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 413 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.

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(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

Fee Reduction = Fee x ((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 overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an overrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(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)

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)	PERIOD OF PERFORMANCE
4000	Through 28 May 2014
4001	Through 28 May 2014
4002	Through 28 May 2014
6000	Through 28 May 2014

(b) The 1 - 11 allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by un

(c) CLINs/SLINs 400001-400015, 400101-400130, 400201-400215 and 600001-600041 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 from the costs 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	Funds This	Previous	Funds	Balance
CPFF	Action	Funding	Available	Unfunded
<u>Amount</u>	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>

Accounting Data

SLINID	PR Number	Amount
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BASE Funding 390000.00
Cumulative Funding 390000.00

MOD 01

400000 100000000 400000.00

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MOD 03

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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.

(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.

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

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

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

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

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

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

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

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

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 Order).	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).

Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	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	Contractor routinely communicates with	Contractor takes a proactive approach

government in an effective and timely manner.	government in an effective and timely manner.	such that communications are almost always clear, effective, and timely.
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TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
CostManagement	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. 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.
CostReporting	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.	

CAR H11 – CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (JAN 2010)

a. In accordance with SECNAV M-5510.30 Chapters 5 and 6, all Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site are designated Non-Critical Sensitive/IT-II positions, which require an open investigation or favorable adjudicated National Agency Check (NACLC) by the Industrial Security Clearance Office (DISCO). Investigations should be completed using the SF- 85 Form and the SF-87 finger print card. An interim clearance can be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS). An open investigation or favorable adjudication is required prior to issuance of a Common Access Card (CAC) card or a badge providing access to NSWCCD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will terminated.

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b. Within 30 days after contract award, the Contractor shall submit a list of all Contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCCD sites. The Contractor shall e-mail acquisition.nswccd.fct@navy.mil to obtain the excel file that outlines the required format and content of the list. The Contractor will provide each employee's first name, last name, contract number, the NSWCCD technical code, work location, whether or not the employee has a CAC card and/or swipe card, the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. The excel file shall be submitted via email to acquisition.nswccd.fct@navy.mil and the Contracting Officer's Representative (COR) or Task Order Manager (TOM). Throughout the period of performance of the contract, the Contractor shall immediately provide an updated spreadsheet to acquisition.nswccd.fct@navy.mil and the COR/TOM when any Contractor personnel changes occur.

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SECTION I CONTRACT CLAUSES

52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to the expiration date of the task order; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 28 May 2014.

(End of Clause)

252.222-7999 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS. (DEVIATION)

(a) *Definitions.*

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The Contractor-

(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising *out* of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

(end of clause)

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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 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;
- (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.

HQC-2-0037 Organizational Conflict of Interest (NAVSEA) (Jul 2000) shall apply.

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)

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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)

252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (JUN 2004)

(a) The Contractor shall provide or use only information technology, as specified by the Government, that has been accredited to meet the appropriate information assurance requirements of—

(1) The National Security Agency National TEMPEST Standards (NACSEM No. 5100 or NACSEM No. 5100A, Compromising Emanations Laboratory Test Standard, Electromagnetics (U)); or

(2) Other standards specified by this contract, including the date through which the required accreditation is current or valid for the contract.

(b) Upon request of the Contracting Officer, the Contractor shall provide documentation supporting the accreditation.

(c) The Government may, as part of its inspection and acceptance, conduct additional tests to ensure that information technology delivered under this contract satisfies the information assurance standards specified. The Government may conduct additional tests—

(1) At the installation site or contractor's facility; and

(2) Notwithstanding the existence of valid accreditations of information technology prior to the award of this contract.

(d) Unless otherwise provided in this contract under the Warranty of Supplies or Warranty of Systems and Equipment clause, the Contractor shall correct or replace accepted information technology found to be deficient within 1 year after proper installations.

(1) The correction or replacement shall be at no cost to the Government.

(2) Should a modification to the delivered information technology be made by the Contractor, the 1-year period applies to the modification upon its proper installation.

(3) This paragraph (d) applies regardless of f.o.b. point or the point of acceptance of the deficient information technology.

(End of clause)

252.239-7001 Information Assurance Contractor Training and Certification. (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as

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required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(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 contract 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 the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(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 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 of 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

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system, component or services, which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompitation 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.

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SECTION J LIST OF ATTACHMENTS

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