

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 04	3. EFFECTIVE DATE 26-Feb-2009	4. REQUISITION/PURCHASE REQ. NO. N00167-09-MR-57217		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CARDEROCK DIVISION, MARYLAND 9500 MacArthur Blvd West Bethesda MD 20817 lily.thompson@navy.mil 301-227-5756	CODE N00167	7. ADMINISTERED BY (If other than Item 6) DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Computer Sciences Corporation 1201 M. Street SE, Suite 400 Washington DC 20003		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4030-FD05
		10B. DATED (SEE ITEM 13) 14-Jul-2008
CAGE CODE 8X463	FACILITY CODE 112373324	

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 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 modification in accordance with FAR Clause 52.232-22 "Limitation of Funds"

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) Laura Rider, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Laura Rider	16C. DATE SIGNED 26-Feb-2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. FD05	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------	-------

GENERAL INFORMATION

Pursuant to FAR 52.232-22 entitled "Limitation of Funds", the purpose of this modification is to add an increment of funding in the amount of [REDACTED]. Accordingly, Sections B and G are revised to incorporate the following funding SLIN:

SLIN	Amount	Requisition Number	ACRN
300002	[REDACTED]	90365470	AD

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

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. FD05	PAGE 1 of 23	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 and Technical Services (TBD)	1.0 Lot	[REDACTED]	[REDACTED]
100001	Incremental Funding (RDT&E)	[REDACTED]		
100002	Incremental Funding (RDT&E)	[REDACTED]		
100003	Incremental Funding (SCN)	[REDACTED]		
100004	Incremental Funding (OPN)	[REDACTED]		

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
3000	Other Direct Costs (Materials, Travel, Miscellaneous) including applicable indirect costs (Non-Fee Bearing) (TBD)	1.0 Lot [REDACTED]
300001	Incremental Funding (SCN)	[REDACTED]
300002	Incremental Funding (O&MN, N)	[REDACTED]

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

LEVEL OF EFFORT

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. FD05	PAGE 2 of 23	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK:

Title: Software Engineering Support for Weight Control and Stability of USN Surface Ships and Submarines.

This is a performance-based acquisition structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels described in the "Performance Requirements Summary" and will be evaluated by the Government in accordance with Clause No. CAR-H09 - Performance-Based Acquisition Evaluation Procedures for a Seaport Task Order (MAR 2007).

1.0 BACKGROUND

The Weight and Stability Branch (Code 2440) of the Naval Surface Warfare Center (NSWCCD), Carderock, Maryland supports several Navy customers in the field of Naval Architecture. Some of these customers are the Naval Sea Systems Command, Code SEA 05, and all PEO and PMS program offices. This contract is for the procurement of Software Design, Development Revision and Maintenance Support Services to support these customers.

2.0 REQUIREMENTS

The Carderock Division, Naval Surface Warfare Center (NSWCCD) Weight and Stability Branch, Code 2440 requires contractor support to design, develop, construct, test, revise, and maintain new and existing software programs and associated user and developer documentation. The contractor shall be experienced, proficient and current in all phases of software design, development, revision, and maintenance. The contractor shall have experience with, but not limited to, the following software programs: Ship Hull Characteristics Program (SHCP), NAVSEA Stability Software Suite, Flooding Casualty Control Software (FCCS), Hull Structural Survival Software (HSSS), Intelligent Decision Aid (IDA), Advanced Stability Algorithms (ASA), Real Time Ship Design Weight Estimation (RTSDWE) and Surface Displacement Ship Powering (SDSPOW).

Software Languages

The contractor must be experienced, proficient and current with the following software languages:

FORTRAN - including language constructs from Fortran IV through Fortran 95

C

C++ (Visual)

SQL ORACLE and Reports Generation including Crystal Reports

Software Programs

The contractor must be experienced, proficient and current with the following Carderock Division developed software programs:

Advanced Stability Algorithms (ASA) / Flooding Module Advanced Stability Algorithms (FLMASA)

Flooding Casualty Control Software (FCCS)

Hull Structural Survival Software (HSSS)

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. FD05	PAGE 3 of 23	FINAL
----------------------------------	----------------------------	-----------------	-------

Intelligent Decision Aid (IDA)

NAVSEA Stability Software Suite which include the programs: SHCPPlot, Spline, Shell, Picture, PictSolid, MapIt, PostDXF, AreaWin, Wind, VLines, IceLoad, Nomograph, COFGen, CalcWin and LongDist.

Real Time Ship Design Weight Estimation (RTSDWE)

Ship Hull Characteristics Program (SHCP) including MKSHCP

Surface Displacement Ship Powering (SDSPOW)

Ultimate Strength Section Editor (ULTSTREdit)

TASK 1: Integrated Software Design and Development Support

The contractor shall provide information technology and software development expertise necessary to design, develop, modify, integrate and apply software and information technology supporting ship and ship systems integrated product data, specified in the NSWCCD 244 existing Software Programs listed above, with other integrated design environments. The contractor shall have experience with the Carderock Division developed Leading Edge Architecture for Prototyping Systems (LEAPS) and utilize LEAPS in the performance of this task. The contractor shall provide additional information technology and data environment designs, enhancements and modifications to achieve design data integration and interoperability across multidisciplinary design and analysis software tools and to achieve efficient optimization of ship design processes in the naval architecture discipline areas of Weights and Stability.

TASK 2: Software Revision and Maintenance Support

The contractor shall provide engineering support to design, develop, modify, maintain and apply existing specialized ship and ship systems computer software design tools. The contractor shall provide correction, modification, and enhancement to existing Software Programs listed above. The contractor shall also provide correction, modification, and enhancement to the software program documentation, user documentation and software based user documents and training support documentation. The contractor must have experience with the existing Software Programs listed above and knowledge and experience in naval architecture and weight and stability engineering.

3.0 PERSONNEL

The contractor shall perform some or all of the above tasks for a five (5) year period.

The Government requires experienced personnel in the Senior Programmer/Program Manager category who are capable of managing the tasks and have the experience levels and a current working knowledge that were evaluated at time of award. The job description and qualifications for these positions are further described in Section L.

The qualifications and background of the contractor proposed individuals will be a key factor in the evaluation. The contractor shall propose personnel with combined skills to cover both task areas. The contractor shall negotiate Non-Disclosure Agreements (NDAs) with entities that provide proprietary information. The contractor shall have the capability to receive, log, and track proprietary information.

For Task 1: The contractor shall be familiar with current and emerging information technology and practices that support implementation of integrated digital data environments as they relate to ship and ship systems product data, models, and designs particularly in the domain of weight estimation and control, static stability and time domain based progressive flooding. Expertise is also required in the following areas:

- Product data modeling
- Software engineering
- Knowledge of how design data is used in ship and ship systems analysis, and support.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. FD05	PAGE 4 of 23	FINAL
----------------------------------	----------------------------	-----------------	-------

- Marine industry commercial design tools in the domain of weight estimation and control, static stability and time domain based progressive flooding.
- Evolving modeling and simulation technologies
- SHCP, FCCS, HSSS, IDA, ASA, RTSDWE, SDSPOW, and LEAPS
- Software configuration management, distribution, and installation.

For Task 2: The contractor shall have expertise in programming and developing design, modeling, simulation and analysis tools necessary for ship design. The contractor shall have knowledge and experience in designing, planning, and programming modifications for the following software: SHCP, FCCS, HSSS, IDA, ASA, and RTSDWE. Expertise is also required in the following areas:

- Product data modeling
- Ship and submarine design in the domain of weight estimation and control, static stability and time domain based progressive flooding.
- Software engineering
- Evolving modeling and simulation technologies
- Software configuration management

4.0 REPORTS

The contractor shall prepare a monthly progress report. The progress report shall show the funding amount expended, the number of labor hours used during the reporting period, and the cumulative funding amount expended and labor hours used to date. In addition, the progress report shall include a description of the work that was performed during the reporting period and any problems encountered during the reporting period.

5.0 GOVERNMENT FURNISHED INFORMATION (GFI)

GFI will be provided to the contractor 30 days after contract award or as it becomes available.

GFI consisting of source code/data in FORTRAN, C, C++, UML, HTML, XML, EXPRESS, ISO 10303, LEAPS and other software and data conventions will be provided to the contractor 30 days after contract award or as it becomes available.

6.0 TRAVEL

Travel requirements for the five year period are estimated to be as follows:

Local travel of 60 trips for two (2) contractors to NAVSEA Headquarters, Washington, D.C. or NSWC Carderock Division, Bethesda, MD.

7.0 PERIOD OF PERFORMANCE

The period of performance for this task order is for five (5) years.

8.0 DELIVERABLES

The Task Order Manager (TOM) for this task order is Mr. Edward L. Shanahan, NSWCCD, Code 2440.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. FD05	PAGE 5 of 23	FINAL
----------------------------------	----------------------------	-----------------	-------

(The first Progress Report is due 30 days after task order award and the remaining reports shall be due the same day of every month thereafter.)

Deliverables are as follows:

- 1) Progress Report Monthly
- 2) Program source code and executables as required.
- 3) Program documentation as required.

9.0 TASK ORDER MANAGER

Mr. Edward L. Shanahan, Code 2440
Naval Surface Warfare Center Carderock Division
Ship Systems Integration and Design Department
9500 MacArthur Boulevard
West Bethesda, MD 20817-5700

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. FD05	PAGE 6 of 23	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION D PACKAGING AND MARKING

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

Deliverables - The deliverables as specified in Section C, Statement of Work, paragraph 8.0 DELIVERABLES shall be delivered to the TOM electronically and/or mailed to:

Mr. Edward L. Shanahan, Code 2440
Naval Surface Warfare Center Carderock Division
Ship Systems Integration and Design Department
9500 MacArthur Boulevard
West Bethesda, MD 20817-5700

Copies shall also be provided to the Technical Point of Contact (TPOC) identified in each technical instruction.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. FD05	PAGE 7 of 23	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-4030	DELIVERY ORDER NO. FD05	PAGE 8 of 23	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
----------	----------	--------------------------------------

0001 & 0003	ALL	5 years after the effective date of the Task Order
-------------	-----	--

(End of clause)

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. FD05	PAGE 9 of 23	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

G17S TOM APPOINTMENT DATA

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

Mr. Edward L. Shanahan, Code 2440
 Naval Surface Warfare Center Carderock Division
 Ship Systems Integration and Design Department
 9500 MacArthur Boulevard
 West Bethesda, MD 20817-5700

(b) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor or any other person be effective or binding to the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Order Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, or basic contract PCO has issued a formal modification.

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)

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. FD05	PAGE 10 of 23	FINAL
----------------------------------	----------------------------	------------------	-------

Receiving Report (FFP, DD250 Only)

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

Issue DODAAC	N00167
Admin DODAAC	S0107A
Pay Office DODAAC	HQ0338
Service Approver DODAAC	N00167
Ship To DODAAC	N00167
DCAA Auditor DODAAC	HAA645

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: edward.shanahan@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 Faye Britter at (301) 227-1172 or faye.britter@navy.mil.

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

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

Uncompensated effort is defined as hours provided by personnel in excess of [REDACTED] 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.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. FD05	PAGE 11 of 23	FINAL
----------------------------------	----------------------------	------------------	-------

(d) The level of effort for this contract shall be expended at an average rate of approximately [REDACTED] per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:
Fee Reduction = $\text{Fee} \times ((\text{Required LOE} - \text{Expended LOE}) / \text{Required LOE})$
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.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. FD05	PAGE 12 of 23	FINAL
----------------------------------	----------------------------	------------------	-------

(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]	Five years
100002	[REDACTED]	[REDACTED]	Five years
100003	[REDACTED]	[REDACTED]	Five years
100004	[REDACTED]	[REDACTED]	Five years
300001	[REDACTED]	[REDACTED]	Five years
300002	[REDACTED]	[REDACTED]	Five years

(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 through 100004 and 300001 through 300002 are fully funded and performance under these CLINs/SLINs are 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 cover the cost of performance through 25 February 2009. The following details funding to date:

Total Amount of Order	Funding Provided By this Award	Previous Funding	Amount Available for Payment/Current Funding Level	Amount Remaining to be Funded
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

(End of Clause)

Accounting Data

SLINID	PR Number	Amount
100001	81519130	[REDACTED]
LLA : AA 1771319 15AN 253 SASHP 0 068342 2D 010240 324640000010 N0002408WX10280/AA		

MOD 1

100002	82134290	[REDACTED]
LLA :		

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. FD05	PAGE 13 of 23	FINAL
----------------------------------	----------------------------	------------------	-------

AA 1771319 15AN 253 SASHP 0 068342 2D 010240 324640000010 N0002408WX10280/AA

MOD 2

100003 83047297 [REDACTED]

LLA :
AB 97X4930 NH1C 000 77777 0 000167 2F 000000 081912055726

100004 83047292 [REDACTED]

LLA :
AC 97X4930 NH1C 000 77777 0 000167 2F 000000 081912010426

300001 83047297 [REDACTED]

LLA :
AB 97X4930 NH1C 000 77777 0 000167 2F 000000 081912055726

MOD 4

300002 90365470 [REDACTED]

LLA :
AD 97X4930 NH1C 000 77777 0 000167 2F 000000 091244080401

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. FD05	PAGE 14 of 23	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

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

(a) Introduction: The Government, on an annual basis, will evaluate the contractor's overall performance on this task order during the previous twelve months to determine if the fee amount should be reduced due to "Unsatisfactory" performance. The first evaluation will cover the period ending twelve months after the effective date of the task order with successive evaluations being performed for each twelve-month period thereafter, if the options are exercised, until the contractor completes performance under the task order. Based on the evaluation results, the Procuring Contracting Officer (PCO) will assign an overall performance rating in accordance with paragraph (b) of this provision. If the PCO assigns an "Unsatisfactory" performance rating the PCO will take unilateral action to provide for a fee reduction in the task order covering the performance period evaluated. This incentive plan 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 overall performance on this 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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. FD05	PAGE 15 of 23	FINAL
----------------------------------	----------------------------	------------------	-------

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) Incentive Objectives. The purpose of including a prospective fee amount reduction incentive in this task order is to ensure that the Government receives at least “Satisfactory” overall performance.

(d) Performance Evaluation Criteria. The contractor’s overall performance will be evaluated using the criteria and standards provided for each objective in the Statement of Work, and identified in Tables 2 through 4 which are provided as an attachment.

(e) Organization. The performance evaluation organization consists of the Procuring Contracting Officer (PCO), who will serve as the Incentive Determining Official, and the Task Order Manager (ToM). They will obtain input from the other Government customers associated with that order.

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

(2) ToM: The ToM maintains the written records of the contractor’s performance so that a fair and accurate evaluation is obtained. The ToM coordinates and compiles the evaluation reports from the the other Government customers associated with that order.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. FD05	PAGE 16 of 23	FINAL
----------------------------------	----------------------------	------------------	-------

(f) Evaluation Schedule. Each performance evaluation period will be 12 months in length. Following each evaluation period, the PCO (or Contract Negotiator 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, 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 submit a self-evaluation for consideration during the evaluation process. To be considered, the report must be submitted to the PCO no later than the end of the eleventh month of the evaluation period. 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) Incentive Determination. The PCO will make an incentive determination for the task order at the end of each evaluation period. The determination will be based upon the Task Order Manager's recommendation, the Contractor's Self-Evaluation and any other information deemed relevant by the PCO. The PCO's decision is unilateral and final. The determination will be documented and a copy provided to the contractor.

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. FD05	PAGE 17 of 23	FINAL
----------------------------------	----------------------------	------------------	-------

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.

(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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. FD05	PAGE 18 of 23	FINAL
----------------------------------	----------------------------	------------------	-------

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 government in an effective and timely manner.	Contractor routinely communicates with government in an effective and timely manner.	Contractor takes a proactive approach such that communications are almost always clear, effective, and timely.

TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. FD05	PAGE 19 of 23	FINAL
----------------------------------	----------------------------	------------------	-------

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.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. FD05	PAGE 20 of 23	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

Section I clauses in accordance with the base IDIQ contract.

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

52.251-1 GOVERNMENT SUPPLY SOURCES (Apr 1984)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be "Government-furnished property," as distinguished from "Government property." The provisions of the clause entitled "Government Property," except its paragraphs (a) and (b), shall apply to all property acquired under such authorization.

(End of Clause)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (NOV 2004)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement:

Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under non-mandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. FD05	PAGE 21 of 23	FINAL
----------------------------------	----------------------------	------------------	-------

demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address (include point of contact and telephone number):

Government Remittance Address (include point of contact and telephone number):

(End of clause)

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)

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. FD05	PAGE 22 of 23	FINAL
----------------------------------	----------------------------	------------------	-------

ORGANIZATIONAL CONFLICT OF INTEREST (JUN 1996) (NSWCCD)

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

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

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

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

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

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

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

(End of Clause)

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. FD05	PAGE 23 of 23	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Performance Requirements Summary Table