

DELIVERY ORDER				FINAL	
1. CONTRACT NO. N00024-01-D-7013		2. DELIVERY ORDER NO. 0030		3. EFFECTIVE DATE 06/02/2005	
4. PURCHASE REQUEST NO. N00024-05-NR-00184		5. ISSUED BY CODE N00024		6. ADMINISTERED BY CODE S2404A	
Naval Sea Systems Command (NAVSEA) Gregory A. Anderson SEA 025 BUILDING 197, ROOM 5w-2730 1333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD, DC 20376-2040 gregory.a.anderson@navy.mil 202-781-3581 Ext.		DCMC Baltimore - Manassas 10500 Battleview Parkway, Suite 200 Manassas, VA 22100			
7. CONTRACTOR Anteon Corp. 3211 Jermantown Road, Suite 700 Fairfax, VA 22030 TIN: 541194322		CODE 07MU1		FACILITY	
8. DELIVERY DATE See Section F		9. CLOSING DATE/TIME		SET ASIDE TYPE	
10. MAIL INVOICES TO See Section G		11. SHIP TO See Section D		12. PAYMENT WILL BE MADE BY CODE HQ0338 DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus, OH 43213	
13. TYPE OF ORDER D X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.			
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.					
Anteon Corp. NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED					
14. ACCOUNTING AND APPROPRIATION DATA See Section G					
15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages					
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		21. UNITED STATES OF AMERICA By: Clayton H. Ahrens			22. TOTAL \$2,033,876
CONTRACTING/ORDERING OFFICER			06/02/2005		
SECTION	DESCRIPTION	SECTION	DESCRIPTION		
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS		
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES		
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS		
E	INSPECTION AND ACCEPTANCE				
F	DELIVERIES OR PERFORMANCE				
G	CONTRACT ADMINISTRATION DATA				

CONTRACT NO. N00024-01-D-7013	DELIVERY ORDER NO. 0030	PAGE 2 of 25
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GENERAL INFORMATION

The purpose of Amendment 0002 to the subject solicitation is to make administrative corrections and to provide clarification. Accordingly, the following revisions and clarifications are hereby made/provided:

1. Under Section J, Attachment 01, Cost Summary Format, contained two mistakes: (1) Task 2 included award terms which have been deleted, and (2) the header referenced the wrong solicitation number. Attachment 01 is hereby revised to correct these mistakes. The revised Attachment 01 is provided with this amendment.
2. Under Section J, Attachment 04, Government Cost Estimate, incorrectly included award term items after such items were deleted from the solicitation. Attachment 04 is hereby revised to correct this error. The revised Attachment 04 is provided with this amendment.
3. Under Section J, Attachment 06, DD Form 254, is incorrectly classified at the TOP SECRET level. The DD 254 should be at the SECRET level. A revised DD 254, classified at the SECRET level, will be provided as soon as possible. It may not be possible to provide the revised DD 254 before proposals are due, but offerors should understand that the DD 254 attached to the resulting task order(s) will be at the SECRET level and should draft their proposals accordingly.
4. Except as modified herein, all portions of the subject solicitation remain unchanged.
5. For informational purposes only, a conformed copy of Sections B - M of this solicitation is attached to this amendment, including the changes made herein.

The purpose of Amendment 0001 to the subject solicitation is to provide Attachment 07, "Bidders' Questions and Response Document No. 2" and to revise the solicitation accordingly. Accordingly, the following revisions are hereby made to the solicitation:

1. Under Section J, the following attachment is added:
Attachment 07 - "Bidders' Questions and Response Document No. 2."
2. Various sections of the solicitation are revised in accordance with responses provided in Attachment 7. All revisions made to the solicitation have been noted in Attachment 7.
3. Except as modified herein, all portions of the subject solicitation remain unchanged.
3. For informational purposes only, a conformed copy of Sections B - M of this solicitation is attached to this amendment, including the changes made herein.

This solicitation is for professional services to support the DD(X) Destroyer Class Program Office (PMS 500). Five (5) task areas are included in the Statement of Work. Offerors can submit proposals in response to any single task area, any combination of task areas, or all task areas. The task areas are as follows:

TASK 1A – DD(X) PROGRAM MANAGEMENT SUPPORT

TASK 1B – DD(X) BUSINESS AND FINANCIAL EXECUTION

TASK 1C – DD(X) ACQUISITION AND SHIP PRODUCTION ANALYSIS

TASK 2 – DD(X) TOTAL SHIP SYSTEM ENGINEERING

TASK 3 – DD(X) CLASS TEST AND EVALUATION

TASK 4 – DD(X) LOGISTIC SUPPORT AND FLEET LIASON

TASK 5 – PEO IWS 1A3 and PEO IWS5B DD(X) ENGINEERING AND TECHNICAL SERVICES

Please note that Task 1 includes three (3) subtasks (subtasks 1A, 1B, and 1C). These subtasks may not be bid on separately; offerors must bid on all or none of subtasks within Task 1.

Please also note that this solicitation is different in some respects from the draft solicitation which was provided earlier. Most differences have been noted in the questions and answers document which is an attachment to the solicitation.

CONTRACT NO. N00024-01-D-7013	DELIVERY ORDER NO. 0030	PAGE 3 of 25
----------------------------------	----------------------------	-----------------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

0001 Prof. Svcs. in Support of the DD(X) Destroyer Program Office \$6,832,520

Item	Supplies/Services Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
0001CA	Base Year: Prof. Svcs. in Support of the DD(X) Destroyer Program Office - Task 3.0 (RDT&E)					

Item	Supplies/Services Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
0001DA	Base Year: Prof. Svcs. in Support of the DD(X) Destroyer Program Office - Task 4.0 (RDT&E)	1.0 Lot				

Item	Supplies/Services Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
0001EA	Base Year: Prof. Svcs. in Support of the DD(X) Destroyer Program Office - Task 5.0 (RDT&E)	1.0 Lot				

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001HA	Base Year: Special Studies related to Task 3.0 (RDT&E) Option				

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001JA	Base Year: Special Studies related to Task 4.0 (RDT&E) Option				

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001KA	Base Year: Special Studies related to Task 5.0 (RDT&E) Option				

Item	Supplies/Services Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
0001NA	Option Year 1: Prof. Svcs. in Support of the DD(X) Destroyer Program Office - Task 3.0 (TBD) Option	1.0 Lot				

Item	Supplies/Services Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
0001PA	Option Year 1: Prof. Svcs. in Support of the DD(X) Destroyer Program Office -	1.0 Lot				

CONTRACT NO.
N00024-01-D-7013

DELIVERY ORDER NO.
0030

PAGE
4 of 25

Task 4.0 (TBD)
Option

Item	Supplies/Services	Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
0001QA	Option Year 1 : Prof. Svcs. in Support of the DD(X) Destroyer Program Office - Task 5.0 (TBD) Option	1.0	Lot				

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001TA	Option Year 1 : Special Studies related to Task 3.0 (TBD) Option					

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001UA	Option Year 1 : Special Studies related to Task 4.0 (TBD) Option					

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001VA	Option Year 1 : Special Studies related to Task 5.0 (TBD) Option					

For Cost Type Items:

0004	Prof. Svcs. in Support of the DD(X) Destroyer Program Office -Task					\$14,184,065
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Item	Supplies/Services	Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
0004AS	Option Year 2 : Prof. Svcs. in Support of the DD(X) Destroyer Program Office - Task 3.0 (TBD) Option	1.0	Lot				

Item	Supplies/Services	Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
0004BA	Option Year 2 : Prof. Svcs. in Support of the DD(X) Destroyer Program Office - Task 4.0 (TBD) Option	1.0	Lot				

Item	Supplies/Services	Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
0004BJ	Option Year 2 : Prof. Svcs. in Support of the DD(X) Destroyer Program Office - Task 5.0 (TBD) Option	1.0	Lot				

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0004CJ	Option Year 2 : Special Studies related to Task 3.0 (TBD)					

CONTRACT NO.
N00024-01-D-7013

DELIVERY ORDER NO.
0030

PAGE
5 of 25

Option

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
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0004CS	Option Year 2 : Special Studies related to Task 4.0 (TBD) Option			
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Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
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0004DA	Option Year 2 : Special Studies related to Task 5.0 (TBD) Option			
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Item	Supplies/Services Qty	Unit Est. Cost	Base Fee	Award Fee	CPAF
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0004EA	Option Year 3: Prof. Svcs. in Support of the DD(X) Destroyer Program Office - Task 3.0 (TBD) Option	1.0 Lot			
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Item	Supplies/Services Qty	Unit Est. Cost	Base Fee	Award Fee	CPAF
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0004EJ	Option Year 3 : Prof. Svcs. in Support of the DD(X) Destroyer Program Office - Task 4.0 (TBD) Option	1.0 Lot			
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Item	Supplies/Services Qty	Unit Est. Cost	Base Fee	Award Fee	CPAF
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0004ES	Option Year 3 : Prof. Svcs. in Support of the DD(X) Destroyer Program Office - Task 5.0 (TBD) Option	1.0 Lot			
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Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
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0004FS	Option Year 3 : Special Studies related to Task 3.0 (TBD) Option			
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Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
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0004GA	Option Year 3 : Special Studies related to Task 4.0 (TBD) Option			
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Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
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0004GJ	Option Year 3 : Special Studies related to Task 5.0 (TBD) Option			
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Item	Supplies/Services Qty	Unit Est. Cost	Base Fee	Award Fee	CPAF
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0004HJ	Option Year 4 : Prof. Svcs. in Support of the DD(X) Destroyer Program Office - Task 3.0 (TBD)	1.0 Lot			
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CONTRACT NO. N00024-01-D-7013	DELIVERY ORDER NO. 0030	PAGE 6 of 25
----------------------------------	----------------------------	-----------------

Option

Item	Supplies/Services Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
0004HS	Option Year 4 : Prof. Svcs. in Support of the DD(X) Destroyer Program Office - Task 4.0 (TBD) Option	1.0 Lot				

Item	Supplies/Services Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
0004JA	Option Year 4 : Prof. Svcs. in Support of the DD(X) Destroyer Program Office - Task 5.0 (TBD) Option	1.0 Lot				

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
0004KA	Option Year 4 : Special Studies related to Task 3.0 (TBD) Option				

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
0004KJ	Option Year 4 : Special Studies related to Task 4.0 (TBD) Option				

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
0004KS	Option Year 4 : Special Studies related to Task 5.0 (TBD) Option				

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
0003	Other Direct Costs (ODCs)		\$1,208,836
0003CA	Other Direct Costs (ODCs) in Support of SLIN '0001CA (RDT&E)	1.0 Lot	\$81,052
0003DA	Other Direct Costs (ODCs) in Support of SLIN '0001DA (RDT&E)	1.0 Lot	\$139,101
0003EA	Other Direct Costs (ODCs) in Support of SLIN '0001EA (RDT&E)	1.0 Lot	\$64,072
0003HA	Other Direct Costs (ODCs) in Support of SLIN '0001HA (RDT&E)	1.0 Lot	\$32,421
0003JA	Other Direct Costs (ODCs) in Support of SLIN '0001JA (RDT&E)	1.0 Lot	\$55,640
0003KA	Other Direct Costs (ODCs) in Support of SLIN '0001KA (RDT&E)	1.0 Lot	\$25,629

CONTRACT NO. N00024-01-D-7013	DELIVERY ORDER NO. 0030	PAGE 7 of 25
----------------------------------	----------------------------	-----------------

0003NA Other Direct Costs (ODCs) in Support of SLIN '0001NA (TBD) Option	1.0 Lot	\$144,087
0003PA Other Direct Costs (ODCs) in Support of SLIN '0001PA (TBD) Option	1.0 Lot	\$297,917
0003QA Other Direct Costs (ODCs) in Support of SLIN '0001QA (TBD) Option	1.0 Lot	\$137,225
0003TA Other Direct Costs (ODCs) in Support of SLIN '0001TA (TBD) Option	1.0 Lot	\$57,635
0003UA Other Direct Costs (ODCs) in Support of SLIN '0001UA (TBD) Option	1.0 Lot	\$119,167
0003VA Other Direct Costs (ODCs) in Support of SLIN '0001VA (TBD) Option	1.0 Lot	\$54,890

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
0006 Other Direct Costs (ODCs)		\$2,779,575
0006AS Other Direct Costs (ODCs) in Support of SLIN '0004AS (TBD) Option	1.0 Lot	\$154,367
0006BA Other Direct Costs (ODCs) in Support of SLIN '0004BA (TBD) Option	1.0 Lot	\$319,170
0006BJ Other Direct Costs (ODCs) in Support of SLIN '0004BJ (TBD) Option	1.0 Lot	\$147,016
0006CJ Other Direct Costs (ODCs) in Support of SLIN '0004CJ (TBD) Option	1.0 Lot	\$61,747
0006CS Other Direct Costs (ODCs) in Support of SLIN '0004CS (TBD) Option	1.0 Lot	\$127,669
0006DA Other Direct Costs (ODCs) in Support of SLIN '0004DA (TBD) Option	1.0 Lot	\$58,806
0006EA Other Direct Costs (ODCs) in Support of SLIN '0004EA (TBD) Option	1.0 Lot	\$164,415
0006EJ Other Direct Costs (ODCs) in	1.0 Lot	\$339,947

CONTRACT NO. N00024-01-D-7013	DELIVERY ORDER NO. 0030	PAGE 8 of 25
----------------------------------	----------------------------	-----------------

Support of SLIN '0004EJ (TBD) Option		
0006ES Other Direct Costs (ODCs) in Support of SLIN '0004ES (TBD) Option	1.0 Lot	\$156,586
0006FS Other Direct Costs (ODCs) in Support of SLIN '0004FS (TBD) Option	1.0 Lot	\$65,766
0006GA Other Direct Costs (ODCs) in Support of SLIN '0004GA (TBD) Option	1.0 Lot	\$135,978
0006GJ Other Direct Costs (ODCs) in Support of SLIN '0004GJ (TBD) Option	1.0 Lot	\$62,635
0006HJ Other Direct Costs (ODCs) in Support of SLIN '0004HJ (TBD) Option	1.0 Lot	\$175,102
0006HS Other Direct Costs (ODCs) in Support of SLIN '0004HS (TBD) Option	1.0 Lot	\$362,044
0006JA Other Direct Costs (ODCs) in Support of SLIN '0004JA (TBD) Option	1.0 Lot	\$166,764
0006KA Other Direct Costs (ODCs) in Support of SLIN '0004KA (TBD) Option	1.0 Lot	\$70,041
0006KJ Other Direct Costs (ODCs) in Support of SLIN '0004KJ (TBD) Option	1.0 Lot	\$144,817
0006KS Other Direct Costs (ODCs) in Support of SLIN '0004KS (TBD) Option	1.0 Lot	\$66,705

NOTE : The option clause in SECTION I-2 applies to Option SLINs which are to be supplied only if and to the extent said option is exercised.

CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (NAVSEA) (FEB 1997)

Items 0001, 0003, 0004, 0006, 0007 and 0009 are cost type.

PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993)

(Applicable to all CPAF SLINs)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to 2% of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR

CONTRACT NO. N00024-01-D-7013	DELIVERY ORDER NO. 0030	PAGE 9 of 25
----------------------------------	----------------------------	-----------------

52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(Applicable to all CPFF SLINs)

(a) For purposes of this delivery order, "fee" means "fixed fee" in cost-plus-fixed-fee level of effort type delivery orders.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be in proportion to the amounts found in SECTION B (*) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Please note that CLINs 0003 and 0006 are "cost-only" (non-fee bearing). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(*) to be proposed by the contractor, shall be no more than 8%.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

DETERMINATION OF FEE

a. Minimum Fee

The Base Fee shall constitute the minimum fee to be paid for performance of this task order. For the Base Period of 12 months and all option years, the Base Fee shall equal two percent (2%). The Base Fee shall be paid in accordance with the clause of this task order entitled "FIXED FEE" (FAR 52.216 8).

b. Award Fee

In addition to the minimum (or Base Fee) to be paid hereunder, the Contractor may earn an Award Fee.

The total potential Award Fee shall equal the amount in SECTION B for the Base Period of 12 months and for all option years. The Government's purpose in granting an award fee is to encourage and reward superior Contracting effort directed toward performance of this task order. The specifics for evaluation are set forth in

CONTRACT NO. N00024-01-D-7013	DELIVERY ORDER NO. 0030	PAGE 10 of 25
----------------------------------	----------------------------	------------------

paragraphs that follow.

c. Award Fee Process

(1) The Contractor's performance evaluation for each period will be conducted by an Award Fee Board (AFB) consisting of the following members (however, the Government reserves the right to make substitutes):

- (a) PMS 500 DPM
- (b) PMS 500 BFM
- (c) PMS 500 Evaluator
- (d) SEA 02 PCO

(2) Fee Determining Official:

The PMS 500 DPM, shall make determinations of the award fee due to the Contractor based upon the performance evaluation conducted by the Award Fee Board.

(3) Award Fee Determination Procedures:

(a) Within thirty (30) working days after the end of each evaluation period under the contract, the Contractor shall furnish to the AFB such information as may be reasonably required, including a statement of cost and hours incurred, the latest Standard Form 294 for this task order or other documentation providing data on Small Business Goals and actual achievements, and a statement addressing metric performance data, to assist the AFB in evaluating the Contractor's performance during that evaluation period.

(b) The AFB may consider reports, both oral and written, from all interested parties. The AFB, in closed session, shall arrive at a consensus on the performance rating and advise the FDO of its recommendation including the reasons, rationale, and justification therefor.

(c) The FDO shall provide the Contracting Officer (CO) a final performance evaluation and determination of the award fee for that period.

(d) Determinations of the Fee Determining Official with respect to the amount of the award fee to be paid to the Contractor and the methodology for determining the award fee are unilateral decisions made solely at the discretion of the Government.

d. Evaluation Categories and Criteria

(1) For each Task Awarded, the contractor will be evaluated on criteria of Management Performance, Technical Performance, Cost Performance, and Schedule Performance as described below. For the first evaluation period, the category weighting factors are 30% for Management Performance, 25% for Technical Performance, 25% for Cost Performance and 20% for Schedule Performance. The Contractor will be notified of any changes in the evaluation criteria as well as any adjustments to the weighting of tasks, if any, prior to commencement of each evaluation period. Unsatisfactory performance under a task may result in an increased weighting for that task in subsequent evaluation periods.

(2) Criteria definition:

(a) Management Performance (30%)

Organizational structure provides for highly qualified personnel assigned with duties, responsibilities, and authority necessary to achieve project goals ahead of schedule and within estimated cost focused on team integration with the PMS 500 organization. Lines of communication are well defined, clearly understood, and always facilitate rapid exchanges of information, both technical and contractual, in order to meet project goals. Contractor practices proactive management to identify and anticipate problems prior to adverse impact. Contractor provides organized and detailed alternatives including risk assessments, trade off analysis between cost, schedule and performance, plan of action and implementation schedule. Solutions are implemented with no impact to estimated cost and schedule. The contractor meets or exceeds its small business subcontracting goals, established in the IDIQ contract and in this task order.

(b) Technical Performance (25%)

Of major importance in evaluating the Contractor's technical performance will be the demonstration of commitment by the Contractor to meet the requirements of the task order and any technical instructions

CONTRACT NO. N00024-01-D-7013	DELIVERY ORDER NO. 0030	PAGE 11 of 25
----------------------------------	----------------------------	------------------

issued thereunder. Specifically, the Contractor's response to taskings and accuracy of work produced will be evaluated by the Evaluation Board in determining a score in this category. In addition, the Contractor's approach to solving problem areas presented by the Navy will be evaluated as a measure of competence.

(c) Cost Performance (25%)

Of major importance in evaluating Contractor's cost performance will be whether actual cost experience, together with realistic cost projections, indicate that it will be under, at, or over the contract estimated cost values. Contractor's cost planning and its timely and accurate reporting on cost shall also be considered. The monthly financial report provided by the contractor, that detail expenditure for that month and for year to date, for each of the five task areas, for both Prime and Sub-Contractors, will be considered during this review. In addition, the Contractor's efforts in the area of cost reduction/cost avoidance, e.g. management approach to performance of task assigned to minimize the cost, and demonstrated ability to keep the cost of work to be performed in line with the contract estimated cost, shall also be considered.

(d) Schedule Performance (20%)

The board will consider the Contractor's compliance with contract schedules, whether all deliverables are submitted on time, ahead of schedule, or late, meeting or exceeding requirements and submitted in a format that is complete, clear, concise, technically accurate and easily understood. Any required corrections should be very minor in nature and expeditiously corrected. The Contractor's early identification of problem areas, and its accomplishments in overcoming problems to maintain schedules shall also be considered.

(e) Evaluation Periods/Award Fee Pool

(1) Performance ratings will be conducted in accordance with the schedule below:

EVALUATION PERIODS

Evaluation Period	Dates
1st	Task Order Award through Nov 2006
2nd	Dec 2006 through Nov 2007
3rd	Dec 2007 through Nov 2008
4th	Dec 2008 through Nov 2009
5th	Dec 2009 through Nov 2010
6th	Dec 2010 through Nov 2011
7th	Dec 2011 through Nov 2012
8th	Dec 2012 through Nov 2013
9th	Dec 2013 through Nov 2014
10th	Dec 2014 through Nov 2015
11th	Dec 2015 through Nov 2016
12th	Dec 2016 through Nov 2017

(2) The total potential award fee under the contract shall equal 6% of proposed estimated cost. The actual amount of such fee shall be determined in accordance with the procedures set forth herein. A determination of award fee, if any, earned by the Contractor and payment thereof shall be made at the end of each award fee period as set forth in this contract.

(3) The Government reserves the right to adjust the above evaluation period by unilateral contract modification.

(4) There will be no rollover of fee permitted between periods.

f. Performance Ratings

(1) In evaluating Contractor performance, the following adjective and percent ratings will be used*:

CONTRACT NO. N00024-01-D-7013	DELIVERY ORDER NO. 0030	PAGE 12 of 25
----------------------------------	----------------------------	------------------

OUTSTANDING, 86% to 100%.

The Contractor's performance exceeds the requirements by a substantial margin. The level of performance was considered exceptional with distinguished accomplishments that significantly contributed to achieving the objectives of the Program Office. No weaknesses.

EXCELLENT, 71% to 85%.

The Contractor's performance exceeds the requirements in most areas. Exemplary performance in a timely, efficient and economical manner. Very minor weaknesses with no effect on overall performance and are offset by better performance in other areas.

GOOD, 56% to 70%.

The Contractor's performance meets and, in some cases, exceeds the requirements. Areas for improvement are approximately offset by better performance in other areas.

SATISFACTORY, 1% to 55%.

The Contractor's performance is adequate. There are areas of good or better performance but these are offset by lower rated performance in other areas. Reportable weaknesses with identifiable, but not substantial, effects on overall performance.

UNSATISFACTORY, 0%.

The Contractor's performance is less than the requirements by a substantial margin. The performance is below minimum acceptable standards. There are lots of areas of improvement needed that are not offset by better performance in other areas. Contractor performance in the area being evaluated is considered to be such that a potentially adverse program impact is foreseen. The need for improvement is such that Government action may be required.

Score* Percent of Available Award Fee

g. Award Fee Determination

For each task, the amount available for payment of award fee shall be calculated by rating each Task in accordance with the above criteria (incremental scores may be assigned).

(1) The proposed Award Fee value will be the sum of multiplying the Rating received against the Total Award Fee Available (associated with work performed under review by the Board). Consistent with the construct of the contract and maximum Award Fee of 6%, the Program Manager shall determine the actual award fee earned for each evaluation period. The determination shall be based on the assessment provided for the proposed Award Fee value and any other pertinent information available to the Program Manager. Within thirty (30) working days after the end of each evaluation period under the contract, the Program Manager shall provide the Procuring Contracting Officer (PCO) a final performance evaluation and determination of the award fee for that period.

(2) A performance rating of 1 is deemed unsatisfactory and the Contractor is not entitled to any award fee for the rating period.

h. Payment of Award Fee

The Contractor shall be paid award fee, if any, upon submittal of a proper invoice or voucher to the cognizant Payment Office, together with a copy of the unilateral modification to the contract authorizing payment of award fee for the applicable Evaluation Period. The Contractor's invoice shall cite the appropriate accounting data in order for payment to be affected.

CONTRACT NO. N00024-01-D-7013	DELIVERY ORDER NO. 0030	PAGE 13 of 25
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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C DESCRIPTIONS AND SPECIFICATIONS

GENERAL INFORMATION

1. BACKGROUND

The mission of PMS 500 is to design, build, outfit, test and introduce to the fleet, DD(X) Destroyer Class ships. The focus of PMS 500 is ship design and production including a full range of engineering and program support services as the program transitions to detail design and construction.

2. PURPOSE

PMS 500 requires services to support execution of its responsibility to satisfy current and future Navy needs for the DD(X) and Future Surface Combatant tasks. This Statement of Work (SOW) includes support in the areas of program management, total ship system engineering, test and evaluation, business and financial management, acquisition management and ship production and a full range of logistic support expertise in order to assist PMS 500 in accomplishing its mission and objectives. These tasks shall be executed in Bath, ME; Pascagoula, MS; Washington, DC; Tewksbury, MA; Portsmouth, RI; Minneapolis, MN; Norfolk, VA; San Diego, CA; Philadelphia, PA and New Orleans, LA, as necessary. Other sites may be required on an as directed basis.

3. GENERAL

The Contractor shall archive and store historical documentation.

The Contractor shall receive, log, and track classified documents.

The Contractor shall have an electronic mail capability and have the necessary connectivity to communicate with PMS 500 team members. MS Outlook mail is preferred in order to communicate and coordinate meetings and schedules with PMS 500. The Contractor must have the capacity to interface via electronic mail and provide Internet access for all employees proposed to support this task. In addition, licensing and familiarity with Teamcenter will be required.

The Contractor shall provide classified, up to the SECRET level, and unclassified conference rooms, for up to 150 persons on an emergent basis, and associated facilities for holding Government sponsored meetings, teleconferencing, video teleconferencing and briefings for PMS 500 program personnel. Conference rooms and facilities should be within 20 minutes walking distance from the Washington Navy Yard (WNY).

The Contractor shall ensure that all data/deliverables produced under this MAC shall become property of the Government.

4. SECURITY REQUIREMENTS

The work under this contract shall be up to the SECRET level for all included tasks. Additionally, all ADP positions required for database support must conform to DOD 5200.2-R requirements (especially those currently defined in Appendix C and K, Change 3, dated February 23, 1996), which identify the National Agency Check guidance and ADP Position Categories. Security Requirements pertaining to "Facility" and "Personnel" are as follows:

-FACILITY:

a. Capability to store up to SECRET level documents and digital media in secure containers. Does not require classified open storage.

b. Requirement for receptionist to control access to site.

-PERSONNEL:

a. Personnel to be U.S. citizens (exceptions on a case by case basis).

b. Principal and senior staff to have SECRET clearances. Limited junior staff and administrative staff also require SECRET clearances

5. TASK AREAS:

The Contractor shall provide support integral to execution of the DD(X) Class Acquisition Program under

CONTRACT NO. N00024-01-D-7013	DELIVERY ORDER NO. 0030	PAGE 14 of 25
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the cognizance of the Program Manager (PMS 500) of PEO Ships. The Program Office shall fund program efforts using SCN, RDT&E, O&MN, OPN or FMS appropriations as appropriate.

TASK 3 – DD(X) CLASS TEST AND EVALUATION

a. The Contractor shall provide engineering and program management support to the DD(X) T&E Department in the development, review, and approval of DD(X) T&E documentation, maintain program schedules, action items, and presentations. The contractor shall generate Test and Evaluation documentation and plans including Test and Evaluation Master Plan (TEMP), Integrated Test plan (ITP), Integrated Verification Plan (IVP), Developmental Test (DT) Plans, certification plan, live fire test plans, and Live Fire Test and Evaluation (LFT&E) Management Plan. The Contractor shall support implementation of the DD(X) T&E strategy, participation in DD(X) design agent Integrated Product and Process Development (IPPD) process, support of the planning and conduct of the DD(X) T&E events, and development of DD(X) requirements in support of Threat, Design Reference Mission and Operational Requirements documentation.

b. The Contractor shall maintain the master DD(X) T&E schedules, providing interface to users and resource managers, within and outside of the DD(X) Program for all Total Ship System Engineering tests, including Government and DD(X) Design Agent generated/executed procedures.

c. The Contractor shall provide support to the Live Fire Test and Evaluation (LFT&E) program. The Contractor shall provide recommendations regarding applicable legislation. The Contractor shall review and support DD(X) LFT&E focus areas, including: Susceptibility Analysis, Vulnerability Analysis, Recoverability Analysis, Lethality Analysis. In addition, the Contractor shall support the development of Government requirements and guideline documentation that supports Design Agent performance of DD(X) LFT&E.

d. The Contractor shall support PMS500 Technical POC for DD(X) sponsored LFT&E tests, including: reviewing of efforts of operation teams to ensure compliance with test objectives & requirements, attending Milestone meetings, provide technical expertise, review and evaluation of trial issues, review integrated reports to Test Officer, identify and report technical/ schedule/ cost issues to the Test Officer, and manage PMS500 operational security.

TASK 4 – DD(X) LOGISTIC SUPPORT AND FLEET LIASON

a. The Contractor shall provide program management support to the DD(X) Program in the area of Life Cycle Engineering and Support (LCE&S). The Contractor shall accomplish LCE&S tasking in support of the PMS 500 Logistics Department (PMS 500F). The Contractor shall provide Readiness and Logistics technical support and act as a liaison between PMS 500 and the DD(X) Shipbuilders, Mission Systems Integrator, related Navy program offices, Fleet commands, and field activities.

b. The Contractor shall support the development of the DD(X) LCE&S/Performance-Based Logistics (PBL) support strategy and accompanying integration with organic infrastructure to ensure that supportability concepts and implementation plans support the requirements for operation.

c. The Contractor shall develop Readiness and Logistics documentation for DD(X) Independent Logistics Audits (ILA) and other required reviews.

d. The Contractor shall provide DD(X) Fleet Liaison Support to operate the DD(X) Fleet Liaison Offices in Norfolk and San Diego to maintain ongoing dialogue and relationship with the Fleet points of contact that will serve as the technical resource for DD(X) virtual crew reviews and become an active member of Fleet initiatives.

e. The Contractor shall assist in the integration of legacy and non-legacy Fleet systems into the DD(X) Program. The Contractor shall maintain contact with senior level fleet personnel and solicit feedback on DD(X) life cycle support strategies.

f. The Contractor shall provide support for Manpower, Personnel, and Training (MPT) issues for DD (X). The effort shall include interface with various Government, non-government, professional, industry and academic MPT organizations and associations to identify Government policies and procedures that are affected by industry design, and provide appropriate coordination to ensure the developed total ship training system will result in properly trained crews.

g. The Contractor shall research and maintain current knowledge of training community initiatives such as SEA Warrior, and advise PMS500 on the impact of such initiatives to DD(X) and coordinate approval of MPT related milestone documentation such as the Ship Manning Document, Manning Estimate Report, and

CONTRACT NO. N00024-01-D-7013	DELIVERY ORDER NO. 0030	PAGE 15 of 25
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Navy Training System Plan.

TASK 5 – Program Executive Office (PEO) Integrated Warfare Systems (IWS) 1A3 and PEO IWS 5B DD(X) ENGINEERING AND TECHNICAL SERVICES

- a. The Contractor shall provide technical, program management, and administrative support to PEO IWS Warfare Systems Coordinator (PEO IWS 1A3) in the area of DD(X) Warfare Systems development and integration. The effort shall include a full range of liaison activities between the program office and various factions of PEO IWS to include direct support of the PEO IWS Warfare System Coordinator, his staff and the Warfare System managers.
- b. The Contractor shall monitor the development, cost and schedule for DD(X) contract activities related to Warfare Systems and coordinate and track the review and approval of DD(X) Warfare Systems related data deliverables.
- c. The Contractor shall support engineering requirements analysis and definition, design and integration, test and evaluation, and life cycle support efforts for DD(X) Warfare Systems to include the participation in meetings, preparing materials for presentations and briefings, meeting agendas and minutes, as required. In addition, the Contractor shall attend program status meetings for the PEO IWS Warfare System Coordinator with on site support and representation when necessary.
- d. The Contractor shall provide engineering technical services in the area of Integrated Undersea Warfare (IUSW) support to PEO IWS5B. The effort shall include reviewing and commenting on programmatic documentation products provided by the prime contractor and participating universities and Navy laboratories.
- e. The Contractor shall assist in the development of and provide review and comment services for monthly and weekly reports to IWS5B and PMS500.
- f. The Contractor shall coordinate and facilitate Government Tech Team meetings and assist with the submittal and review of all pertinent documentation of the IUSW ship installation, integration and testing.
- g. The Contractor shall attend and participate in mission readiness reviews and technical baseline reviews and support the preparation and distribution of program/contract documentation and coordinate revisions to IWS5B project and program plans to include any updates for the IUSW program.

DELIVERABLES:

The Contractor shall prepare a monthly report, signed by the Task Leader and the DD(X) Deputy Program Manager or his designated representative. Monthly performance reports will constitute certification of the contractor's invoices. The Monthly Report shall identify products provided, or in progress, during the reporting period. The report shall also itemize work accomplished and highlight significant events. The report shall include expenditure status, specifically identifying travel and other direct charges as well as travel, both executed and planned. Additionally, it shall track invoice status, noting payments and outstanding balances.

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

CONTRACT NO. N00024-01-D-7013	DELIVERY ORDER NO. 0030	PAGE 16 of 25
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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 system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompensation for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to

CONTRACT NO. N00024-01-D-7013	DELIVERY ORDER NO. 0030	PAGE 17 of 25
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ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

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

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

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

Note: Due to the nature of this procurement, successful offerors will need to remain free from conflicts of interest. Regarding notifications of any actual or potential OCI that is discovered after contract award, the contractor should propose the method by which it will avoid or neutralize such a conflict. Any plan that proposes a method to mitigate a conflict rather than eliminate it will not be acceptable.

CONTRACT NO. N00024-01-D-7013	DELIVERY ORDER NO. 0030	PAGE 18 of 25
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SECTION D PACKAGING AND MARKING

SECTION D PACKAGING AND MARKING

Packaging and marking shall in accordance with the Section D of the IDIQ contract.

CONTRACT NO. N00024-01-D-7013	DELIVERY ORDER NO. 0030	PAGE 19 of 25
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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance in accordance with Section E of the multiple award indefinite delivery indefinite quantity contract (MAC).

CONTRACT NO. N00024-01-D-7013	DELIVERY ORDER NO. 0030	PAGE 20 of 25
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SECTION F DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

0001CA	5/16/2005	-	11/30/2005
0001DA	5/16/2005	-	11/30/2005
0001EA	5/16/2005	-	11/30/2005
0003CA	5/16/2005	-	11/30/2005
0003DA	5/16/2005	-	11/30/2005
0003EA	5/16/2005	-	11/30/2005
0003HA	5/16/2005	-	11/30/2005
0003JA	5/16/2005	-	11/30/2005
0003KA	5/16/2005	-	11/30/2005

The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

0001HA	5/16/2005	-	11/30/2005
0001JA	5/16/2005	-	11/30/2005
0001KA	5/16/2005	-	11/30/2005
0001NA	12/1/2005	-	11/30/2006
0001PA	12/1/2005	-	11/30/2006
0001QA	12/1/2005	-	11/30/2006
0001TA	12/1/2005	-	11/30/2006
0001UA	12/1/2005	-	11/30/2006
0001VA	12/1/2005	-	11/30/2006
0003NA	12/1/2005	-	11/30/2006
0003PA	12/1/2005	-	11/30/2006
0003QA	12/1/2005	-	11/30/2006
0003TA	12/1/2005	-	11/30/2006
0003UA	12/1/2005	-	11/30/2006
0003VA	12/1/2005	-	11/30/2006
0004AS	12/1/2006	-	11/30/2007
0004BA	12/1/2006	-	11/30/2007
0004BJ	12/1/2006	-	11/30/2007
0004CJ	12/1/2006	-	11/30/2007
0004CS	12/1/2006	-	11/30/2007
0004DA	12/1/2006	-	11/30/2007
0004EA	12/1/2007	-	11/30/2008
0004EJ	12/1/2007	-	11/30/2008
0004ES	12/1/2007	-	11/30/2008
0004FS	12/1/2007	-	11/30/2008
0004GA	12/1/2007	-	11/30/2008
0004GJ	12/1/2007	-	11/30/2008
0004HJ	12/1/2008	-	11/30/2009
0004HS	12/1/2008	-	11/30/2009
0004JA	12/1/2008	-	11/30/2009
0004KA	12/1/2008	-	11/30/2009
0004KJ	12/1/2008	-	11/30/2009
0004KS	12/1/2008	-	11/30/2009
0006AS	12/1/2006	-	11/30/2007
0006BA	12/1/2006	-	11/30/2007
0006BJ	12/1/2006	-	11/30/2007
0006CJ	12/1/2006	-	11/30/2007
0006CS	12/1/2006	-	11/30/2007
0006DA	12/1/2006	-	11/30/2007
0006EA	12/1/2007	-	11/30/2008
0006EJ	12/1/2007	-	11/30/2008
0006ES	12/1/2007	-	11/30/2008
0006FS	12/1/2007	-	11/30/2008
0006GA	12/1/2007	-	11/30/2008
0006GJ	12/1/2007	-	11/30/2008
0006HJ	12/1/2008	-	11/30/2009
0006HS	12/1/2008	-	11/30/2009
0006JA	12/1/2008	-	11/30/2009
0006KA	12/1/2008	-	11/30/2009
0006KJ	12/1/2008	-	11/30/2009

CONTRACT NO. N00024-01-D-7013	DELIVERY ORDER NO. 0030	PAGE 21 of 25
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0006KS 12/1/2008 - 11/30/2009

CONTRACT NO. N00024-01-D-7013	DELIVERY ORDER NO. 0030	PAGE 22 of 25
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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Shevock, Dana, M
2531 Jefferson Davis Hwy
Arlington, VA 22242-5160
dana.shevock@navy.mil
202-781-2619

SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

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

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

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

NAVSEA 5252.232-9104 -- ALLOTMENT OF FUNDS (MAY 1993)

(a) This task order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this task order 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 task order 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:

ITEM	ALLOTED TO COST	ALLOTED TO FIXED FEE	CPFF	M/HS	EST. POP

(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 task order 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) CLIN(s)/SLIN(s) are fully funded and performance under CLIN(s)/SLIN(s) 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.

CONTRACT NO. N00024-01-D-7013	DELIVERY ORDER NO. 0030	PAGE 23 of 25
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(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

CONTRACT NO. N00024-01-D-7013	DELIVERY ORDER NO. 0030	PAGE 24 of 25
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SECTION I CONTRACT CLAUSES

FAR 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (MAR 2000)

(a) The Government may extend the term of this delivery order by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

Item Latest Option Exercise Date

Item	Latest Option Exercise Date
0001HA	8/15/2005
0001JA	8/15/2005
0001KA	8/15/2005
0001NA	8/15/2006
0001PA	8/15/2006
0001QA	8/15/2006
0001TA	8/15/2006
0001UA	8/15/2006
0001VA	8/15/2006
0003NA	8/15/2006
0003PA	8/15/2006
0003QA	8/15/2006
0003TA	8/15/2006
0003UA	8/15/2006
0003VA	8/15/2006
0004AS	8/15/2007
0004BA	8/15/2007
0004BJ	8/15/2007
0004CJ	8/15/2007
0004CS	8/15/2007
0004DA	8/15/2007
0004EA	8/15/2008
0004EJ	8/15/2008
0004ES	8/15/2008
0004FS	8/15/2008
0004GA	8/15/2008
0004GJ	8/15/2008
0004HJ	8/15/2009
0004HS	8/15/2009
0004JA	8/15/2009
0004KA	8/15/2009
0004KJ	8/15/2009
0004KS	8/15/2009
0006AS	8/15/2007
0006BA	8/15/2007
0006BJ	8/15/2007
0006CJ	8/15/2007
0006CS	8/15/2007
0006DA	8/15/2007
0006EA	8/15/2008
0006EJ	8/15/2008
0006ES	8/15/2008
0006FS	8/15/2008
0006GA	8/15/2008
0006GJ	8/15/2008
0006HJ	8/15/2009
0006HS	8/15/2009
0006JA	8/15/2009
0006KA	8/15/2009
0006KJ	8/15/2009
0006KS	8/15/2009

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

52.222-41 Service Contract Act (1965)

CONTRACT NO. N00024-01-D-7013	DELIVERY ORDER NO. 0030	PAGE 25 of 25
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SECTION J LIST OF ATTACHMENTS

Attachment 01 - DD Form 254

Attachment 02 - Award FAD Sheet for N0024-01-D-7013-0030

**CONTRACT
FINANCIAL ACCOUNTING DATA SHEET**

Page 1 of 1

1.CONTRACT NUMBER (CRITICAL) N0002401D7013		2. SPIIN (CRITICAL) 0030		3. MOD (CRITICAL) 00		4. PR NUMBER N0002405NR00184.00									
5. CLIN/SLIN	6. LINE OF ACCOUNTING												7. AMOUNT (CRITICAL)	NAVY INTERNAL USE ONLY REF DOC/ACRN	
	A. ACRN (CRITICAL)	B. APPROPRIATION (CRITICAL)	C. SUBHEAD (CRITICAL)	D. OBJ CLASS	E. PARM	F. RFM	G. SA	H. AAA (CRITICAL)	I. TT	J. PAA	K. COST CODE				
											PROJ UNIT	MCC	PDLI & SUF		
0001CA 0001DA 0001EA 0003CA 0003DA 0003EA	AA	17 5 1319	15AN	255	SA	SHP	0	068342	2D	980510	32464	000	0010	459,799.00	N0002405AF115AN
														805,261.00	
														285,464.00	
														81,052.00	
														139,101.00	
														64,072.00	
														1,834,749.00	
PAGE TOTAL:														1,834,749.00	
GRAND TOTAL:														1,834,749.00	
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