

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-04-D-4109				2. DELIVERY ORDER NO. N411		3. EFFECTIVE DATE 2009 Oct 01		4. PURCH REQUEST NO.		5. PRIORITY Unrated	
6. ISSUED BY NUWC, NEWPORT DIVISION Simonpietri Drive, Building 11 Newport RI 02841-1706			CODE N66604	7. ADMINISTERED BY DCMA LONG ISLAND 605 STEWART AVENUE GARDEN CITY NY 11530-4761				CODE S3309A	8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)		
9. CONTRACTOR PURVIS Systems Inc. 5225 ROUTE 347, SUITE 11 PORT JEFFERSON STATION NY			CODE 52644	FACILITY 065935686		10. DELIVER TO FOB POINT BY (Date) See Schedule			11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL		
						12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			SMALL DISADVANTAGED		
						13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G			WOMEN-OWNED		
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266				CODE HQ0337	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
	PURCHASE		Reference your _____ furnish the following on terms specified herein.								
			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.								
PURVIS Systems Inc.			Michelle Craft			Contracts Admin					
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
			If this box is marked, supplier must sign Acceptance and return the following number of copies:								
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	See Schedule										
*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.				24. UNITED STATES OF AMERICA				25. TOTAL		\$362,960.00	
				BY: /s/Joan Purcell				09/22/2009		26. DIFFERENCES	
								CONTRACTING/ORDERING OFFICER			
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED		ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:								
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS		
					PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
f. TELEPHONE					g. E-MAIL ADDRESS		FINAL				
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE				34. CHECK NUMBER		
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL				35. BILL OF LADING NO.		
					FULL						
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 3 of 32	FINAL
----------------------------------	----------------------------	-----------------	-------

upward revision; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the original level of effort or the fee bearing portion of the last upward revision.

(f) Within thirty days after completion of the base period and each exercised option, the Contractor shall submit the following information in writing directly to the Task Order Ordering Officer, the TOM and the Defense Contract Audit Agency office to which vouchers are submitted.

(1) The total number of man-hours of direct labor expended;

(2) A breakdown of this total showing the number of man-hours expended in each direct labor classification utilized for performance, including the identification of the key employees utilized;

(3) The Contractor's estimate of the total allowable cost incurred under the task order.

(4) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

B42S OPTIONS (JUN 2005)

The additional items of supplies or services available under the Options clause of this task order, the applicable Line Item, and the exercise dates are specified below:

CLIN/OPTION	FUND TYPE	EXERCISE DATE – NO LATER THAN
4200 & 6200/OPTION 1	RDT&E	12/1/2009
4101 & 6101/OPTION 2	RDDA	12/1/2010
4201 & 6201/OPTION 3	RDT&E	12/1/2010

B51S PAYMENT OF FIXED FEE - TERM (NOV 2005)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments to be paid at the time of each provisional payment. The amount of each such installment is to be in direct ratio of the total fixed fee as the net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled, Level of Effort - Term.

(b) Fee shall be paid only for hours performed, not to exceed the fixed fee amount stated in the order.

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 4 of 32	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 BACKGROUND:

The purpose of the Soft Impact Location Capability (SILC) initiative is to develop a capability that will support the test and evaluation needs of the Joint Services for advanced ordnance systems. Traditional methods for testing these systems, whether launched from land, sea, or air, depend on the use of land-based targets and test ranges. These methods are becoming inadequate, as the range and sophistication of the ordnance systems increases. The extended ranges of many developmental munitions, together with the ability of some to maneuver during flight either autonomously or via external guidance, creates large hazard areas in both range and cross-range that exceed the safe zones available at existing test ranges. Furthermore, use of existing land impact areas is becoming increasingly difficult as a result of environmental and political constraints. There is also an increasing need for recovery of ordnance payloads after test firings, which precludes the use of deep-water ranges.

The SILC initiative will develop a shallow-water marking and recovery support capability to respond to these issues. The SILC project has been approved by the Central Test and Evaluation Improvement Program (CTEIP) Element Manager in the Ranges and Resources section of Defense Test Resource Management Center (DTRMC) as a Joint Improvement and Modernization (JIM) project. The project began in Fiscal Year 2002, with Navy serving as the lead Service in a joint Navy/Air Force Army integrated project organization. NUWC DIVNPT is the selected activity for project management and technical direction. Phase II of the SILC JIM project, which was initiated in FY 2004, commenced the follow-on SILC systems engineering and product development. This includes subsystem design and development; hardware/software procurement; fabrication and installation; plus, integration and test. Corollary tasks include technical documentation and Integrated Logistics Support (ILS). The SILC system is composed of five subsystems: acoustic, signal & data processing, data communications, remote display, and a deployment & recovery subsystem. Contractor engineering and project management support is required to complete these efforts.

2.0 SCOPE.

The contractor shall provide support to the SILC Project Director in accordance with paragraphs 3.20 and 3.21 of the basic contract for Tasks A through H, paragraphs 3.3, 3.5, 3.6 and 3.10 for Tasks I through O, and paragraph 3.14 of the basic contract for Tasks P and Q.

3.0 APPLICABLE DOCUMENTS.

- 3.1 NUWC-NPT Administrative Publication 11,255, dtd 15 June 2001
- 3.2 NUWC DIFMS Reports
- 3.3 CTEIP Planning and Execution Guide (PEG) 1 January 2008
- 3.4 Code 70 Range Systems Development Quality Processes Manual (QPM)
- 3.5 Institute of Electrical and Electronics Engineers/ Electronic Industries Alliance (IEEE/EIA) 12207.0 Software Life Cycle Processes
- 3.6 IEEE/EIA 12207.1 Software Life Cycle Processes -Life Cycle Data

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 5 of 32	FINAL
----------------------------------	----------------------------	-----------------	-------

- 3.7 IEEE/EIA 12207.2 Software Life Cycle Processes -Implementation Considerations
- 3.8 EIA-649 National Consensus Standard For Configuration Management

4.0 REQUIREMENTS

4.1 TASK A.

Utilizing rough presentation data (provided as GFI) and in accordance with (IAW) Applicable Document (AD) 3.1 (above), the contractor shall develop data/graphics presentation material in the form of slides, handouts, posters, and multimedia presentations for use by SILC project personnel for project briefings. Typical SILC project briefing materials include technical diagrams of live fire test scenarios, video clips, functional organizational charts, system concept drawings, pie charts, schedules, bar charts, technical illustrations, and text.

4.1.1 DELIVERABLE PRODUCT. The Contractor shall develop and provide SILC Project presentation materials. Deliverable is due IAW CDRL A001.

STANDARD: Documents are complete and have few and/or minor errors requiring corrections after review. Narrative presentations are clear and concise. Presentation materials conform to requirements IAW AD 3.1 and CDRL A001.

4.2 TASK B.

Utilizing SILC Project management and technical data (provided as GFI), the contractor shall develop draft project management plans and technical reports IAW AD 3.1. The plans/reports shall include the development, revision and/or update of the Test Capability Requirements Document (TCRD), SILC technical manuals, SILC Project management documents, and reports on findings of specific project research and development efforts. In some cases, these reports may be required to be provided in electronic format (MS Word) or in Adobe Acrobat pdf format on a Compact Disk (CD).

4.2.1 DELIVERABLE PRODUCT. The Contractor shall develop draft SILC Project management plans and technical reports. Deliverable is due IAW CDRL A002.

STANDARD: Documents are complete and have few and/or minor errors requiring corrections after review. Narrative presentations are clear and concise. Any Analysis done is technically accurate. Documents conform to the requirements in AD 3.1 and CDRL A002.

4.3.1 TASK C.

In accordance with SILC financial tracking system requirements and utilizing SILC Project financial data (provided as GFI) and NUWC DIFMS and EBIS reports, the contractor shall update and maintain the SILC financial tracking system. The Contractor shall analyze budget projections, task deconflictions and resource utilization, and develop monthly project financial reports of planned vs. actual expenditures.

4.3.1.1 DELIVERABLE PRODUCT. The Contractor shall provide SILC budget projections, task and resource analysis and monthly financial reports IAW CDRL A003.

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 6 of 32	FINAL
----------------------------------	----------------------------	-----------------	-------

STANDARD: The budget projections, task and resource analysis and monthly financial reports are complete and accurate. Any analysis done is technically accurate. Updates are delivered IAW CDRL A003 schedule.

4.4 TASK D.

The Contractor shall, based upon project schedule, resource, and financial data (provided as GFI), develop and maintain a Earned Value Management Information System (EVMIS) that provides cost and schedule tracking analysis for the SILC Project. This analysis shall be done for each each major project work breakdown structure (WBS) element, and associated tasks (performed at NUWCDIVNPT, contractors or other government team members locations), performed during Phase II of the SILC Project. The contractor shall provide these EVMIS reports on a monthly basis, and shall identify cost and schedule variances, and related rationale, estimates to completion for each WBS element and major project task that is tracked.

4.4.1 DELIVERABLE PRODUCT. The Contractor shall provide EVMIS reports. Deliverable is due IAW CDRL A004.

STANDARD: The EVMIS is complete and accurate. Any analysis done is technically accurate. Updates are delivered IAW CDRL A004 schedule.

4.5 TASK E.

The Contractor shall update and maintain a document managing tracking system for the SILC Projects to track the status of project documents (provided as GFI) as required for ISO 9001:2000 compliance and certification. Examples of documents that will require tracking and updating: NUWC Contract and Requisition Documents, SILC mailing lists, statements of work (SOW), and contractor and project reports. This system shall also be in compliance with the department's ISO 9001:2000 certification, CMM goals and NMCI requirements (provided as GFI). The Contractor shall deliver reports detailing the current status of the tracking system and a summary of the documents being tracked.

4.5.1 DELIVERABLE PRODUCT. The Contractor shall develop and provide SILC documentation tracking system reports. Deliverable is due IAW CDRL A005.

STANDARD: Tracking reports are complete and have few and/or minor errors requiring corrections after review. Deliveries are IAW CDRL A005 schedule.

4.6 TASK F.

The Contractor shall attend SILC Project reviews, CTEIP Mid-year briefings, and other SILC project-related meetings, and provide minutes. Additionally, when tasked via Technical Instructions, the Contractor shall provide meeting planning, organization and coordination support for project-related meetings (the Government will be responsible for hosting or securing the location for the meeting).

4.6.1 DELIVERABLE PRODUCT. The Contractor shall provide SILC meeting minutes IAW CDRL A006.

STANDARD: Minutes are are clear, concise and accurate, requiring few corections after review, and

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 7 of 32	FINAL
----------------------------------	----------------------------	-----------------	-------

are prepared and delivered IAW AP 3.1 and CDRL A006.

4.7 TASK G.

The Contractor shall using GFI documents compile monthly project technical and financial data from all SILC project participants and prepare sponsor monthly progress reports, for review and approval by NUWC; these reports shall be in accordance with AD 3.3. These reports shall summarize the technical progress of all participating DoD activities and provide total expenditures to date.

4.7.1 DELIVERABLE PRODUCT. The Contractor shall provide SILC sponsor progress reports. Deliverables shall be IAW CDRL A007.

STANDARD: Monthly sponsor progress reports are are clear, concise and accurate, requiring few corections after review, and are parpared and delivered IAW AP 3.3 and CDRL A007.

4.8 TASK H.

Using GFI the Contractor shall update and maintain the SILC Technical Program Manager Notebook with material including the SILC Project Calendar and the SILC JIM Action Item List. Calendars and Action Items will be available on the NUWCDIVNPT Intranet to enable realtime project information with other DoD and contractor SILC program offices. The Contractor shall deliver a hardcopy of the calendar and action item list monthly.

4.8.1 DELIVERABLE PRODUCT. The Contractor shall deliver updates to project management calendars and action item lists IAW CDRL A008.

STANDARD: Project calendars and action items lists are are clear, concise and accurate, requiring few corections after review, and are parpared and delivered IAW CDRL A008.

4.9 TASK I.

SILC Program Software Development: The Contractor shall IAW Technical Instructions code, unit test, and maintain the approved software design, in accordance with AD 3.5, 3.6 & 3.7, the following software packages/applications:

In-Water Tracking (IWT) Display and Control

The applications requirements that the contractor shall meet are as follows:

- Conduct lab testing of existing IWT software and integration testing with the new Display and Control applications.
- Design and implement a Graphical User Interface for the IWT components
- The Contractor shall incorporate any Government-approved changes (GFI) that result from system verification and validation testing.

In-Water Acoustic Subsystem Display and Control

The applications requirements that the contractor shall meet are as follows:

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 8 of 32	FINAL
----------------------------------	----------------------------	-----------------	-------

- Conduct lab testing of Acoustic subsystem software and integration testing with the new Display and Control applications.
- Design and implement a Graphical User Interface for the Acoustic subsystem components
- The Contractor shall incorporate any Government-approved changes (GFI) that result from system verification and validation testing.

In performing the above three tasks, the contractor shall utilize:

Object Oriented design

The Code 70 Configuration Management Process by utilizing the Concurrent Versioning System (CVS) for checking in developed code into a central repository (GFI and training will be provided).

Follow the documented Code 70 Coding standards as detailed in AD 3.4.

DELIVERABLE PRODUCT.

The Contractor shall deliver a Systems Product Specification containing the applications software source code in accordance with CDRL A009.

STANDARD: Documents/System Product Specifications will be complete and have few and/or minor errors requiring corrections after review. All source code must be complete and well documented IAW AD 3.4. Documents are delivered IAW CDRL A009.

4.10 TASK J.

SILC Program Software Test Verification and Validation: Using any software developed in Task I (above) the Contractor IAW Technical Instructions shall conduct integration tests to evaluate the Contractor's-developed SILC software and shall witness Government-conducted tests to verify the Contractor's-developed software compatibility with the interface requirements as described in the Software Requirements Specification (SRS) (provided as GFI). The Contractor shall execute and monitor all of the Contractor's-developed software during the Government-run validation tests. All integration tests shall be conducted at NUWCDIVNPT. The Contractor shall support Government-managed Software Installations and both Local and On-Site Acceptance Tests, as required by the Technical Instruction and the test schedule (TBD / GFI). The Contractor shall prepare a test report noting any problems observed, any actions taken to correct issues during testing, and recommendations for further actions.

4.10.1 DELIVERABLE PRODUCT

The Contractor shall deliver the Test Report IAW CDRL A010.

STANDARD: The Software Test Reports are complete and have few and/or minor errors requiring corrections after review. Documents are delivered IAW CRDL A010.

4.11 TASK K

SILC Program and Design Reviews: The Contractor shall participate in scheduled weekly program and design reviews in order to provide information and updates on the status of all software, algorithm and software/code documentation development. These reviews shall take place at NUWCDIVNPT and

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 9 of 32	FINAL
----------------------------------	----------------------------	-----------------	-------

shall not exceed two hours in length. The Contractor IAW Technical Instructions shall submit information for inclusion or as an attachment to the minutes.

4.11.1 DELIVERABLE PRODUCT

The Contractor shall deliver inputs IAW CDRL A011.

STANDARD: Submissions for the minutes are complete and have few and/or minor errors requiring corrections after review prior to inclusion into the minutes.. Submissions are delivered IAW CRDL A011.

4.12 TASK L

SILC Program Hydro-Acoustic Positioning / Algorithm Development Requirements: In accordance with Technical Instrucitons the Contractor shall develop algorithms for the acoustic positioning of ocean surface impacts from various weapon systems. Algorithm(s) developed shall support the localization of single- or multiple-event (salvo) impacts.

Algorithm development tasks shall include upgrading to splash algorithms due to changing requirements (such as: accuracy requirements, support for new weapon systems, new Digital Signal Processing detection algorithms.).

DELIVERABLE PRODUCT

The Contractor shall deliver algorithm(s) and supporting documentation IAW CDRL A012.

STANDARD (Contractor Format): Documentation and all source code must be complete and well documented. Documents are delivered IAW CDRL A012.

TASK M

SILC Program Tracking & Detection Software Development: The Contractor IAW Technical Instructions shall code, unit test, and maintain the approved SILC software design in accordance with AD 3.5, 3.6 & 3.7. The Contractor shall incorporate any Government-approved changes that result from system verification and validation testing (GFI).

Specific software development tasks include :

Implement the “Residual Analysis” splash localization algorithm

Design, develop, and test Splash location components (data selection/filtering, 2D/3D positioning models, solution refinement).

Design, develop, and test Splash localization Graphical User Interface (Display and Control) software.

Upgrade software due to changing requirements (such as: accuracy requirements, support for new weapon systems, support for new Digital Signal Processing detection algorithms, etc.).

The Contractor shall utilize the following programming languages in the development of SILC in-water

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 10 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

localization software modules:

- Object Oriented Design and Development Processes;
- Java, BeanShell, C/C++

In addition, the Contractor shall perform Graphical User Interface design, development, and testing of software modules with the following programming language:

- Java

The Contractor will be required to utilize the following NUWCDIVNPT controlled resources (GFI and training will be provided):

- Code 70 Software Configuration Management Process, (CVS) and Defect-Tracking Utilities

DELIVERABLE PRODUCT

The Contractor shall deliver a Systems Product Specification and code IAW CDRL A013.

STANDARD: System Product Specifications and code will be complete and have few and/or minor errors requiring corrections after review. All source code must be complete and well documented IAW AD 3.4. Documents are delivered IAW CDRL A013.

TASK N

SILC Program Hydrophone Acoustic Survey Support Requirements: The Contractor IAW Technical Instrucitons, shall design, develop, and perform integration testing of acoustic survey for SILC undersea sensors (hydrophones). This support may include,

- Hydrophone survey algorithm and software design and review
- Survey software development, and integration testing
- Survey software local and on-site acceptance testing

4.14.1 DELIVERABLE PRODUCT

The Contractor shall deliver a Systems Product Specification and code IAW CDRL A014.

STANDARD: System Product Specifications and code will be complete and have few and/or minor errors requiring corrections after review. All source code must be complete and well documented IAW AD 3.4. Documents are delivered IAW CDRL A014.

TASK O

The Contractor IAW Technical Instrucitons shall plan and perform IAW the test schedule (TBD/ GFI – estimate of two tests per year) acoustic hydrophone surveys, process and analze of survey data, and compile and generate the hydrophone survey reports. This task will be required for both the shore based and at-sea testing.

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 11 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

DELIVERABLE PRODUCT

The Contractor shall deliver an Acoustic Hydrophone Survey Plan for each scheduled test in accordance with CDRL A015. The Contractor shall deliver a Survey Report for each completed test in accordance with CDRL A016.

STANDARD: Draft documents are complete and have few and/or minor errors requiring corrections after review. Final documents are complete, incorporate all corrections and revisions previously identified. Narrative presentations are clear, concise and accurate. Documents are delivered IAW CDRLs A015 and A016.

TASK P

The Contractor shall, utilizing provided performance specifications, and equipment / systems information and manuals (GFI), develop test plans for testing of the SILC systems in laboratory, shore based and at-sea testing venues. Tests shall be for individual or systems testing of the acoustic subsystem, master controller, and operating system's software.

DELIVERABLE PRODUCT

The contractor shall deliver, preliminary, draft and final versions of the required test plans IAW CDRL A017.

STANDARD: Draft, Preliminary and Final Test Plans are complete and have few and/or minor errors requiring corrections after review. Narrative presentations are clear, concise and accurate. Documents are delivered IAW CDRL A017.

4.17 TASK Q

SILC Program: The Contractor IAW Technical Instructions, shall provide logistic, data acquisition and equipment handling for the SILC system laboratory during shore based and at-sea tests. Laboratory tests will be conducted at NUWCDIVNPT. Shore based tests will be conducted at the Narragansett Range at NUWCDIVNPT and other locations TBD. At-sea testing will be conducted on a Department of Defense Range, location TBD. Requirements for the testing will be provided as GFI when developed. The test director shall be a NUWCDIVNPT employee. The Contractor shall prepare a test report summarizing the support provided during the test.

DELIVERABLE PRODUCT

The contractor shall deliver the test report IAW CDRL A018.

STANDARD: Test Reports are complete and have few and/or minor errors, and are delivered IAW CDRL A018.

4.18 TASK R: Software Development Plan

The Contractor shall update the Software Development Plan (SDP) that was submitted as part of the Contractor's Proposal, in accordance with CDRL A019 and the requirements of Contract Clause

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 12 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

C55S.

4.18.1 Deliverable

The Contractor's Software Development Plan shall be delivered in accordance with CDRL A019.

STANDARD: The Software Development Plan is complete and has few and/or minor errors requiring corrections after review. Narrative presentations are clear, concise and accurate. Plan is in compliance with requirements of Contract Clause C55SX. Documents are delivered IAW CDRL A019.

PROGRESS REPORTS.

The contractor shall deliver monthly cost and performance reports in accordance with the basic contract Clause C16S Cost and Performance reporting (May 2001).

6.0 GOVERNMENT FURNISHED INFORMATION & EQUIPMENT

6.1 Government Furnished Information (GFI)

- . Rough presentation data
- . SILC Project management and technical data
- . SILC financial tracking requirements
- . SILC Project financial data
- . SILC Project schedule, resource, and financial data
- . SILC documents
- . CTEIP Planning and Execution Guide
- . NMCI requirements

GFI will be provided upon award of task order and as it becomes available. GFI shall be returned to the Government at the end of the period of performance.

6.2 Government Furnished Equipment (GFE)

Equipment for testing (support equipment, testing devices, and equipment to be tested) will be supplied to the Contractor at the time of testing (TBD). List of equipments to be supplied will be determined by the Government when the Test Plans are finalized.

7.0 QUALITY SURVEILLANCE & PERFORMANCE STANDARDS

The government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of deliverables.

Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the specific performance standards as listed in the applicable documents (Section 3.0 above), and those provided as GFI in the task paragraphs of this SOW. Responsiveness will be evaluated based upon the government experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 13 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

manage to the negotiated costs.

C16S COST AND PERFORMANCE REPORTING (MAY 2005)

(a) The Contractor agrees to provide the Contractor's Funds and Man-hour Expenditure Report in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System within sixty (60) days after the date of task order award. Failure to comply with this requirement may result in task order termination.

(b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel and other contract charges.

(1) Format. Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCraft). Paper submittal of the data is permitted for the first 60 days of performance. Address paper submittals to the Task Order Manager identified in the task order.

(2) Scope and Content.

(i) The Contractor shall identify costs to the individual SLIN if applicable. If pricing is not established at the SLIN level, report to the CLIN.

(ii) The Contractor shall report individual cost elements comprising the total cost of performance for the current cost reporting period.

(3) Submission and Approval.

(i) Submit report at least once per month beginning 30 days after task order award. Approval will be indicated by e-mail notification from eCraft.

(ii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 119 .

(c) The Contractor's Performance Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas. References to costs are meant to be at a summary level. Preparation instructions follow.

(1) Format. Pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. Report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is encouraged.

(2) Content.

(i) Provide a front cover sheet that indicates the contractor's name and address, the contract number and task order number, the system or program nomenclature, the report date, the reporting period, the report title and a serial number for the report, the security classification, the name and address of the person who prepared the report, and the name of the issuing Government activity (Naval Undersea Warfare Center Division, Newport).

(ii) Report task order schedule status. Describe the progress made against milestones during the reporting period.

(iii) Report any significant changes to the contractor's organization or methods of operation, to the project management network, or to the milestone chart.

(iv) Report problem areas affecting technical, scheduling, or cost elements. Provide background and recommendations for solutions beyond the scope of the task order. Report results (positive or negative) obtained related to previously identified problem areas, with conclusions and recommendations.

(v) Report all trips and significant results.

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 14 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

(vi) Report all significant communications and any commitments made thereby. Include all non-contractual communications, such as emails, telephone conversations, etc.

(vii) Report Engineering Change Proposal (ECP) status. Identify all ECPs by status, i.e., proposed, approved and implemented.

(viii) Report plans for activities during the following reporting period.

(ix) Include appendices for any necessary tables, references, photographs, illustrations, charts, etc.

(3) Submission and Approval.

(i) Submission. Submit report monthly beginning 30 days after task order award.

(ii) Distribution. Provide one original copy to the Task Order Manager. Additional copies shall be provided to:

(iii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code .

(iv) Approval. DD Form 250 is not required. Approval will be indicated via letter of transmittal.

(d) The contractor shall not provide other funds, man-hour, or status reporting without the prior written approval of the Task Order Ordering Officer.

C23S FACILITIES (SEP 2004)

(a) The Contractor shall provide liaison office(s) within commuting distance (by surface transportation) of the Naval Undersea Warfare Center Division, Newport. The liaison office(s) shall meet all security requirements and provide controlled access work areas as specified in the DD Form 254 (if attached).

(b) The requirement for maintaining these facilities shall not be construed to mean that the Government will be obliged to pay any direct costs in connection therewith and further, the contractor shall not be entitled to any direct payment (labor, transportation or otherwise) in connection with any personnel set in readiness at, or brought to such facility in preparation for, or in expectation of, work to be performed under the contract. Payment for labor hours and materials will be made only for such hours and materials actually expended in performance under the contract. This paragraph applies also to any additional facilities which may be necessary during contract performance.

C25S ACCESS TO GOVERNMENT SITE (APR 2008)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office. Compliance with SECNAV M-5510.30, Section 9-20, FACILITY ACCESS DETERMINATION (FAD) PROGRAM is specifically required. Badges shall be issued only after completion of SF85P available at:

<http://www.opm.gov/forms/index.asp>

Contractor personnel requiring a Common Access Card, access to controlled unclassified information (CUI) and/or user level access to DoN or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without control to identify and deny sensitive information, are required to have a favorably adjudicated NACL. C.

The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall wear personal

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 15 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification.

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Occupational Safety and Health Information for Contractors" prior to commencing performance at any NUWCDIVNPT site. This document is available at:

<http://www.nuwc.navy.mil/npt/Visit/visit.htm>

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at

<http://www.nuwc.navy.mil/npt/Visit/visit.htm>

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at

<http://www.nuwc.navy.mil/npt/Visit/visit.htm>

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

C54S UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other task order, the contractor believes that any task order contains outdated or different versions of any specifications or standards, the contractor may request that all of its task orders be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the task order in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the task order.

C55S Software Development Requirements (NAVSEA) (DEC 2006)

(a) The contractor shall define a general Software Development Plan (SDP) appropriate for the computer software effort to be performed under this contract. The SDP shall, at a minimum:

(1) Define the contractor's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE/EIA Std. 12207.0;

(2) Contain the information defined by IEEE/EIA Std. 12207.1, section 5.2.1 (generic content) and the Plans and Procedures in Table 1 of IEEE/EIA Std. 12207.1. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted;

(3) Identify the specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification;

(4) Document all processes applicable to the system to be acquired, including the Primary, Supporting, and Organizational life cycle processes as defined by IEEE/EIA Std. 12207 as appropriate. Such processes shall be equivalent to those articulated by CMMI®;

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 16 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

(5) Include the content defined by all information items listed in Table 1 of IEEE/EIA Std. 12207.1, as appropriate for the system and be consistent with the processes proposed by the developers;

(6) Adhere to the characteristics defined in section 4.2.3 of IEEE/EIA Std. 12207, as appropriate;

(7) Describe the overall life cycle and include primary, supporting, and organizational processes based on the work content of this contract;

(8) Be in accordance with the framework defined in IEEE/EIA Std. 12207.0, including, but not limited to, defining the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks;

(9) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with section 6.5.3a of IEEE/EIA Std. 12207.1, such information shall at a minimum contain, specific standards, methods, tools, actions, reuse strategy, and responsibility associated with the development and qualification of all requirements, including safety and security.

(b) The SDP shall be delivered to the Government for concurrence under CDRL A00x and shall not vary significantly from that proposed to the Government for evaluation for award. The contractor shall follow the Government concurred with SDP for all computer software to be developed or maintained under this effort. Any changes, modifications, additions or substitutions to the SDP also require prior Government concurrence.

C56S ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (JUN 2001)

(a) Each Electronic and Information Technology (EIT) item or service provided under this order shall comply with the EIT Accessibility Standards listed below:

- 36 C.F.R. § 1194.21 - Software applications and operating systems
- 36 C.F.R. § 1194.22 - Web-based and internet information and applications
- 36 C.F.R. § 1194.23 - Telecommunications products
- 36 C.F.R. § 1194.24 - Video and multimedia products
- 36 C.F.R. § 1194.25 - Self contained, closed products
- 36 C.F.R. § 1194.26 - Desktop and portable computers
- 36 C.F.R. § 1194.31 - Functional Performance Criteria
- 36 C.F.R. § 1194.41 – Information, Documentation, and Support

(b) The Contractor shall provide a Voluntary Product Accessibility Template (VPAT) for items or a Government Product/Service Accessibility Template (GPAT) for service to document compliance with the indicated Section 508 Standards.

(c) The Contractor shall comply with the VPAT or GPAT document submitted. If the Contracting Officer determines that any item or service delivered under this order does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing accordingly. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the order, the Government will have the rights and remedies contained in the basic contract.

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 17 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

D11S PRESERVATION, PACKAGING, PACKING AND MARKING (MAY 2006)

Preservation, packaging, packing, and marking shall be in accordance with ASTM D 3951-98, "Standard Practice for Commercial Packaging". Additionally, the Contractor shall mark all packages with the following, as appropriate:

CONTRACT NUMBER: (from SF26 Block 2 or Task Order Block 1)

ORDER NUMBER: (from Task Order Block 2)

REQUISITION NUMBER: (from Task Order General Information Section)

D21S DELIVERY, CONTROL, AND MARKING OF TECHNICAL DATA (SEP 2004)

(a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.

(b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).

(c) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this task order. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Task Order Ordering Officer.

(d) Release of all technical data is subject to NUWC DIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).

(e) All copies of CDRL items under this task order, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport

Contract, Order, and ELIN Numbers

Report Title

Date of Report

Contractor Name (division which generated the report)

(f) Some of the data deliverables under this task order may require additional markings. If this clause is cited in Block 16 of the DD Form 1423, provide the following markings prominently on the cover of the report:

Contractor's Business Address

Task Order Dollar Amount

Sponsor (name, activity, office code, and location). Orders, if applicable, will identify the sponsor.

D24S PROHIBITED PACKING MATERIALS (JUN 2004)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 18 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 19 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

E14S INSPECTION AND ACCEPTANCE OF SERVICES (AUG 2005)

Inspection and acceptance shall be performed in accordance with the basic contract.

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 20 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

F1S PERIOD OF PERFORMANCE (MAY 2006)

Services to be furnished hereunder shall be performed and completed as follows:

CLIN/OPTION	FUND TYPE	PERIOD OF PERFORMANCE
4100 & 6100/BASE PERIOD	RDDA	10/1/2009 – 9/30/2010
4200 & 6200/OPTION 1	RDT&E	10/1/2009 – 9/30/2010*
4101 & 6101/OPTION 2	RDDA	10/1/2010 – 9/30/2011*
4201 & 6201/OPTION 3	RDT&E	10/1/2010 – 9/30/2011*

*IF OPTION IS EXERCISED

F18S DELIVERY AT DESTINATION (JUN 2004)

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer
 Naval Undersea Warfare Center, Division Newport
 Naval Station Newport, Bldg. 47
 47 Chandler Street
 Newport, RI 02841-1708

F22S DELIVERY OF DATA (JUN 2004)

The contractor shall deliver data items in accordance with the directions set forth on the DD Form 1423, Contract Data Requirements List (CDRL), which is an exhibit to this task order. Any change in the delivery of data must be made by a formal task order modification.

F30S PLACE OF PERFORMANCE (APR 2005)

Work will be performed at the Contractor's facility and Government facilities in Newport, RI or other locations, as required by the statement of work. Anticipated travel locations are: Washington, DC area; Eglin AFB, FL; Pt. Mugu, CA; Halifax, NS, Canada; St. Louis, MO; Irvine, CA.

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 21 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

G1S SUBMISSION OF INVOICES -- COST REIMBURSEMENT (AUG 2005)

The Contractor shall submit invoices and any necessary supporting documentation, in accordance with the basic contract. Also, the Contractor shall provide duplicate information to the Electronic Cost Reporting and Financial Tracking (eCraft) system.

G2S INVOICE INSTRUCTIONS (NAVSEA - AUG 2007) (MAY 2009)

(a) In accordance with the clause of this contract entitled “ELECTRONIC SUBMISSION OF PAYMENT REQUESTS” (DFARS 252.232-7003), the Naval Undersea Warfare Center Division, Newport, Rhode Island (NUWC DIVNPT) utilizes the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this order. 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 order shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will 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

X	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI) Contractors <i>MUST</i> attach a completed SF-1035 in WAWF
Applies to CLINs/SLINS: ALL	
Issue DODAAC	N66604
Admin DODAAC	S3309A

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 22 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

Pay Office DODAAC	HQ0337
DCAA Auditor	HAA331
Service Approver DODAAC	N66604
LPO DODAAC	Leave Blank

ATTN CONTRACTORS:

(1) CLIN/SLIN/ACRN information must be included on all WAWF submissions.

(2) Your AAA WAWF fill-in is in your line of accounting associated with the CLIN/SLIN/ACRN you are billing. It is six (6) positions in length. Examples of it's location follow. The numbers underlined are the AAA's.

A1: 97X4930.NH6A 000 77777 0 066604 2F 000000 111111111111
AA: 97X4930.NH6A 000 77777 0 066604 2F 000000 222222222222
A1: 1781811.H230 310 TTTTTT 0 068342 2D 000000 333333333333
AA: 1781811.H230 310 TTTTTT 0 068342 2D 000000 444444444444

(3) 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:
john.hartweinsanchez@navy.mil ; george.shoemaker@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.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NUWC DIVNPT WAWF point of contact, Jerry Palmer at 401-832-1645 or gerard.palmer@navy.mil (alternate: Catharine Costakos at 401-832-1488, catharine.costakos@navy.mil). For financial questions about WAWF, please contact Barbara Sangeado at 401-832-4952 or barbara.sangeado@navy.mil

GI0S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (MAY 2009)

(a) Functions: The Procuring Contracting Officer (PCO) for this contract is identified on the basic contract. Only the PCO can change the basic contract, and the PCO maintains primacy over the contract and all its task orders. The Task Order Ordering Officer of this Task Order is a warranted Ordering Officer of the Naval Undersea Warfare Center Division Newport. Unless otherwise noted, all references to "Ordering Officer" or "OO" in the text of this task order and the basic contract refer to the Task Order Ordering Officer. The Government reserves the right to administratively

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 23 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

transfer authority over this task order from the individual named below to another Task Order Ordering Officer at any time.

(b) Authority: The Task Order Ordering Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Task Order Ordering Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Task Order Ordering Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

(c) The Task Order Ordering Officer is:

Name: Joan Purcell
Telephone: Commercial: 401-832-1751; DSN: 432-1751
Fax: Commercial: 401-832-4820; DSN: 432-4820
Email: joan.purcell@navy.mil

d) The Task Order Negotiator is:

Name: Joan Purcell
Telephone: Commercial: 401-832-1751; DSN: 432-1751
Fax: Commercial: 401-832-4820; DSN: 432-4820
Email: joan.purcell@navy.mil

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(MAY 2006)

(a) The cognizant Administrative Contracting Office for this task order is identified in Block 6 on page one of this task order.

(b) TASK ORDER ORDERING OFFICER RETAINED FUNCTIONS. The Task Order Ordering Officer retains the administrative functions described in FAR 42.302(a) and listed below. These functions will be accomplished as set forth in the attached JA4S Task Order Administration Plan.

(3) Conduct post-award orientation conferences.

(40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.

(44) Perform engineering analyses of contractor cost proposals.

(45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.

(46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.

(47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

(c) TASK ORDER ACO DELEGATED FUNCTIONS. The task order Administrative Contracting Officer (ACO) is delegated the following functions:

(1) All other functions of FAR 42.302(a) except (3), (22), (25), (29), (40), (44), (45), (46), (47), (51), (59), (62), (63), (64), and (70).

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 26 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

H13S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-3

(a) In accordance with FAR 9.505-3; whereas this task order provides for the technical evaluation of other Contractors' products or services or provides for the furnishing of management support services, the Contractor agrees that it shall not furnish to the United States Government, either as a prime contractor, as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, subsystem or component which is the subject of work under this contract, except that it may, under the circumstances stated in paragraph (e) below, participate in related Integrated Product Teams (IPT's). This prohibition is effective during the term of the task order and extends for a period of **TWO (2)** years after the term of this task order.

(b) The Contractor further agrees that its employees, agents or subcontractors shall not disclose to any individual, company or Government representative* any information relating to current or proposed Government budgetary information, acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed under this task order, unless so directed by the Task Order Ordering Officer. The Contractor also agrees that it shall promptly notify the Task Order Ordering Officer of any attempt by an individual, company or Government representative* to gain access to such information. Such notification shall include the name and organization, if available, of the individual, company or Government representative seeking access to such information.

(c) For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.

(d) Any subcontractor which performs any work relative to this task order shall be subject to this clause. The Contractor shall include these provisions in all subcontracts and shall substitute "subcontractor" for "contractor" where appropriate.

(e) If the contractor is tasked by NUWC to participate in an IPT related to any system, subsystem or component which is the subject of work under this task order, the contractor may participate without the need for any notification to the Task Order Ordering Officer. If the contractor is tasked by some other Government office to participate in an IPT related to any system, subsystem or component which is the subject of work under this task order, the contractor may participate without advance approval but shall notify the Task Order Ordering Officer within 5 calendar days of the request. If the contractor is tasked by a non-Government entity (e.g. another contractor) to participate in an IPT related to any system, subsystem or component which is the subject of work under this task order, the contractor shall not begin work on the IPT task without obtaining authorization from the Task Order Ordering Officer of this task order. The contractor shall notify the Task Order Ordering Officer of this task order in writing, describing the IPT effort, listing the probable participants, providing a justification for the contractor's participation, and describing the safeguards which will be established to ensure the contractor's objectivity for this task order. Within 15 days of receiving the notification, the Task Order Ordering Officer will consider whether the contractor's objectivity will be affected and will issue a determination to the contractor.

(f) The Contractor certifies and warrants that to the best of its knowledge and belief the contractor does not have any organizational conflict of interest as defined in paragraph (a). The contractor shall inform all employees, subcontractors, consultants, and agents involved in the performance of this task order of the provisions of this clause.

(g) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to terminate the task order for default and/or resort to such other rights and remedies as provided for under this task order and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of contractor responsibility in future Government acquisitions.

(h) If it is in the best interests of the Government, the prohibitions imposed by this clause may be waived by the Task Order Ordering Officer.

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 27 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

(i) This clause applies to Statement of Work task(s): 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7 & 4.8

* Government Representative is defined as any Government employee, either military or civilian, not directly involved in the effort to be performed under this task order.

H14S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-4

(a) In accordance with FAR 9.505-4, whereas the statement of work for this task order requires access to proprietary data of other companies the Contractor must agree with the other companies to (1) protect their information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it was furnished. The Contractor agrees to furnish copies of such agreements to the Task Order Ordering Officer before accepting possession of such data. The Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this task order if such additional work is procured competitively.

(b) For the purpose of this clause, the term “Contractor” means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.

(c) The Contractor shall, within 15 days after the effective date of this task order, provide a written certification to the Task Order Ordering Officer that all employees, agents and subcontractors involved in the performance of this task order have been informed of the provisions of this clause.

(d) Any subcontractor which performs any work relative to this task order shall be subject to this clause. The Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The prohibitions imposed by this clause may be waived by the Task Order Ordering Officer.

(f) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of contract for which the Government reserves the right to terminate the task order for default and/or resort to such other rights and remedies as provided for under this task order and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions.

(g) The Government may administratively modify the contract to list agreements between the Contractor and third parties into the task order.

(h) This clause applies to Statement of Work task(s): 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7 & 4.8

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 29 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

(c) All Government Property furnished under this task order shall be returned to NUWCDIVNPT at the completion of the task order unless otherwise specified. The Contractor shall immediately advise the Task Order Ordering Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

H81S TRAVEL COSTS AND RESPONSIBILITIES (JUL 2008)

(a) Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for its personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR subpart 31.2 or 31.3 as applicable.

There may be situations where contractor employees and government employees travel together in government vehicles, or in vehicles rented by the government under the terms of the U.S. Car Rental Agreement (currently available at http://www.defensetravel.dod.mil/Docs/CarRentalAgreement_050508.pdf) the government has with various rental car companies. In such situations, contractor employees may only be passengers (not drivers) in such vehicles. If a contractor employee is a passenger in a government vehicle or a vehicle rented by the government, it would be on a "no additional cost to the government" basis. If a contractor employee is a passenger in a government vehicle, the contractor shall indemnify and hold the government harmless from all liability resulting from personal injury or death or damage to property which may occur as a result of such joint travel. When a contractor is a passenger in a vehicle rented by the government, liability would be limited to the terms set out in the U.S. Car Rental Agreement in effect at the time of any incident.

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided below (identified to the current Revision available as of the issue date of this solicitation):

Wage Determination #: 2005-2467; Revision: 7 ; Area: Rhode Island, Statewide

The above Wage Determinations (WD) can be accessed from the following website:

<http://www.wdol.gov/>

Choose "Selecting WDs" from the menu. After choosing the appropriate area, answer the "prompts" as follows (these answers are applicable to this solicitation):

1. Were these services previously performed at this locality under an SCA-Covered contract? YES
2. Are any of the employees performing work subject to a CBA? NO
3. Are the contract services to be performed listed below as Non-Standard Services? NO
4. Were these services previously performed under an SCA wage determination that ends in an even number?
Example: 1994-2104; or 1994-2114. NO

The site will provide the appropriate WD.

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 30 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

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

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAR 2006)

252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS (JUL 2006)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE (JUN 1998)
CONTRACTORS OUTSIDE THE UNITED STATES
para.(c) fill-in:

252.227-7013 Rights in Technical Data -- Noncommercial Items (Nov 1995)

252.227-7014 Rights in Noncommercial Computer Software and (Jun 1995)
Noncommercial Computer Software Documentation

252.227-7016 Rights in Bid or Proposal Information (Jun 1995)

252.227-7019 Validation of asserted restrictions Computer Software (Jun 1995)

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished (Jun 1995)
Information Marked with Restrictive Legends

252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER (APR 1988)
SOFTWARE

252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)

252.227-7039 PATENTS - REPORTING OF SUBJECT INVENTIONS (APR 1990)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

52.222-41 Service Contract Act of 1965, as Amended (Jul 2005)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND (AUG 1996)
COPYRIGHT INFRINGEMENT

52.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (JUN 1997) (SHORT FORM)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

52.244-6 Subcontracts for Commercial Items (Feb 2009)

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 31 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

52.245-1 GOVERNMENT PROPERTY (June 2007)

52.245-9 USE AND CHARGES (JUNE 2007)

I22-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class Monetary Wage - Fringe Benefits

NOTE TO CONTRACTORS: EMPLOYEE CLASSES AND EQUIVALENT GOVERNMENT RATES CAN BE FOUND AT THE FOLLOWING DEPARTMENT OF LABOR AND OFFICE OF PERSONNEL MANAGEMENT WEBSITES -

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

[HTTP://WWW.DOL.GOV/ESA/REGS/COMPLIANCE/WHD/WAGE/SCADIRV5/SCADIRECTVERS5.PDF](http://www.dol.gov/esa/regs/compliance/whd/wage/scadirv5/scadirectvers5.pdf)

GOVERNMENT EQUIVALENT GS LEVELS:

[HTTP://WWW.DOL.GOV/ESA/REGS/COMPLIANCE/WHD/WEB/INDEX.HTM](http://www.dol.gov/esa/regs/compliance/whd/web/index.htm)

and

OFFICE OF PERSONNEL MANAGEMENT:

[HTTP://WWW.OPM.GOV/OCA/06TABLES/](http://www.opm.gov/OCA/06TABLES/)

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N411	PAGE 32 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Exhibit A - DD 1423, Contract Data Requirements List

Attachment #1 - Government Furnished Property

Attachment #2 - JA4S, Task Order Administration Plan