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|---|----------------------------------|--|------------------------|---------------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE J | PAGE OF PAGES 1 2 | |
| 2. AMENDMENT/MODIFICATION NO. 30 | 3. EFFECTIVE DATE 27-Jan-2009 | 4. REQUISITION/PURCHASE REQ. NO. N66604-09-MR-56491 | | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY NUWC, NEWPORT DIVISION Simonpietri Drive, Building 11 Newport RI 02841-1706 joseph.cerrito@navy.mil 401-832-8480 | CODE N66604 | 7. ADMINISTERED BY (If other than Item 6) DCMA HARTFORD 130 DARLIN STREET EAST HARTFORD CT 06108-3234 | | CODE S0701A |

| | | |
|---|-------------------------|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Rite-Solutions, Inc. 110 West Broad St. Pawcatuck CT 06379-1060 | | 9A. AMENDMENT OF SOLICITATION NO. |
| | | 9B. DATED (SEE ITEM 11) |
| | | 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4115-N416 |
| | | 10B. DATED (SEE ITEM 13) 24-May-2007 |
| CAGE CODE 1PSA3 | FACILITY CODE 125370176 | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|-------------------------------------|--|
| <input type="checkbox"/> | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| <input type="checkbox"/> | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

| | | | |
|---|------------------|--|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| <i>(Signature of person authorized to sign)</i> | | BY <i>(Signature of Contracting Officer)</i> | |

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GENERAL INFORMATION

Distribution: KR, 0221, 822/R. Bashour, 822/T. Licis, 1193CLO/M. Merriwether, DFAS-HQ0337

FSC: R414

NUWCDIVNPT Control Number: 091713

NUWCDIVNPT Requisition Number(s): N66604-9015-4061 and N66604-9015-4067

NUWCDIVNPT POC: Joe Cerrito (See Block 5 of the Task Order cover page for e-mail address and telephone number.)

The purpose of this modification is to:

1. Exercise Opt #2 (NWCF), CLINs 1202 (Labor) & 3202 (ODC), POP: 1/27/09- 12/31/09; **EFFECTIVE: 1/27/09**
2. Provide initial funding for Opt 2. **FUNDING CANNOT BE USED PRIOR TO 1/27/09.**
3. Make administrative changes to this task order.

Authority: FAR 52.217-8 "Option to Extend Services (NOV 1999)", and FAR 52.232-22 "Limitation of Funds (APR 1984)".

Modification Type: Bilateral

COVER PAGE - As a result of this option exercise, the task order value is increased from \$7,221,808.00 by \$2,119,560.00 to \$9,341,368.00.

SECTION B - Establish new funding SLINs 320201 and 120201

SECTION F - Clause F1S Period of Performance (MAY 2006) is modified to change the Opt 2 start date from 1/109 to 1/27/09 as a result of this Opt 2 exercise.

SECTION G - Add Accounting and Appropriation Data. LLA C9/320201 and C9/120201 are added by this modification.

SECTION H -

1. Clause H31S Incremental Funding - Additional Funds is modified to reflect additional funding added by this modification.
2. Clause H83S Service Contract Act - Wage Determination (AUG 2008) is not updated with this modification because the task order contains the latest applicable Wage Determinations.

NOTE - THE INCREMENTAL FUNDING PROVIDED WITH THIS MODIFICATION IS APPLICABLE TO THE TASKS AND DELIVERABLES SPECIFIED IN THIS STATEMENT OF WORK TASK 4.4.

All other task order terms and conditions remain unchanged.

The conformed Task Order is contained in EDA & the SeaPort Portal.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

1000 Technical,
analytical and
software
engineering
services in
support of the
NUWCDIVNPT
Unmanned Undersea
Vehicle (UUV)
programs within
Code 82 and the
Weapons and
Vehicles (WV)
Product Area

| Item | Supplies/Services Qty | Unit Est. Cost | Fixed Fee | CPFF |
|--------|---------------------------|----------------|-----------|----------------|
| 1100 | Option 6 (RDT&E) | | | \$740,891.00 |
| 110001 | A3 \$0.00 (RDT&E) | | | |
| 1101 | Option 7 (RDT&E) | | | \$1,509,901.00 |
| 110101 | Funding A4 (RDT&E) | | | |
| 110102 | A8 \$10,000.00 (RDT&E) | | | |
| 110103 | A9 \$20,000.00 (RDT&E) | | | |
| 110104 | A9 \$5,000.00 (RDT&E) | | | |
| 110105 | B1 \$20,500.00 (RDT&E) | | | |
| 110106 | B3 \$25,000.00 (RDT&E) | | | |
| 110107 | B7 \$15,000.00 (RDT&E) | | | |
| 110108 | B5 \$35,000.00 (RDT&E) | | | |
| 110109 | B9 \$15,000.00 (RDT&E) | | | |
| 110110 | B3 \$10,000.00 (RDT&E) | | | |
| 1102 | Option 8 (RDT&E) | | | \$1,536,062.00 |

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| | | | |
|--------|-------------------|-------------|--------------|
| 110201 | C4 | \$5,000.00 | |
| | | (RDT&E) | |
| 110202 | C6 | \$55,800.00 | |
| | | (RDT&E) | |
| 110203 | C8 | \$10,000.00 | |
| | | (RDT&E) | |
| 1200 | (NWCF-CPP) Base | | \$321,706.00 |
| | Period (WCF) | | |
| 120001 | Funding A1 (WCF) | | |
| 120002 | Funding A2 (WCF) | | |
| 1201 | (NWCF-CPP) Option | | \$656,595.00 |
| | 1 (WCF) | | |
| 120101 | A5 | \$60,000.00 | |
| | | (WCF) | |
| 120102 | A6 | \$54,000.00 | |
| | | (WCF) | |
| 120103 | A6 | \$37,000.00 | |
| | | (WCF) | |
| 120104 | A6 | \$37,000.00 | |
| | | (WCF) | |
| 120105 | A6 | \$62,000.00 | |
| | | (WCF) | |
| 120106 | A6 | \$6,250.00 | |
| | | (WCF) | |
| 120107 | C1 | \$43,000.00 | |
| | | (WCF) | |
| 1202 | (NWCF-CPP) Option | | \$660,005.00 |
| | 2 (WCF) | | |
| 120201 | C9 | \$25,000.00 | |
| | | (WCF) | |

For ODC Items:

| Item | Supplies/Services | Qty | Unit | Est. Cost |
|--------|---|--------|---------|-----------|
| ----- | | | | |
| 3000 | Prime and Subcontractor Travel and Material with applicable burdens excluding fee | | | \$0.00 |
| 3100 | Option 6 (RDT&E) | 1.0 | Lot | \$0.00 |
| 310001 | A3 | \$0.00 | (RDT&E) | |

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3101 Option 7 (RDT&E)

310101 Funding A4
(RDT&E)

310102 A7 \$10,000.00
(RDT&E)

310103 A7 \$58,328.00
(RDT&E)

310104 B1 \$4,500.00
(RDT&E)

310105 B2 \$12,000.00
(RDT&E)

310106 A7 \$18,164.00
(RDT&E)

310107 B5 \$10,000.00
(RDT&E)

310108 B6 \$750.00
(RDT&E)

310109 B8 \$6,500.00
(RDT&E)

310110 B5 \$5,700.00
(RDT&E)

310111 B3 \$10,000.00
(RDT&E)

310112 C2 \$29,000.00
(RDT&E)

310113 C3 \$5,800.00
(RDT&E)

3102 Option 8 (RDT&E)

310201 C4 \$1,000.00
(RDT&E)

310202 C5 \$15,000.00
(RDT&E)

310203 C3 \$5,000.00
(RDT&E)

310204 C6 \$95,000.00
(RDT&E)

310205 C7 \$11,250.00
(RDT&E)

310206 C8 \$5,000.00
(RDT&E)

3200 (NWCF-CPP) Base
Period (WCF)

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320001 Funding A1 (WCF)

3201 (NWCF-CPP) Option
1 (WCF)

320101 A5 \$125,000.00
(WCF)

320102 A6 \$2,000.00
(WCF)

320103 A5 \$40,000.00
(WCF)

320104 A6 \$2,000.00
(WCF)

320105 B4 \$272,000.00
(WCF)

320106 C1 \$4,000.00
(WCF)

320107 A6 \$20,000.00
(WCF)

3202 (NWCF-CPP) Option
2 (WCF)

320201 C9 \$150,000.00
(WCF)

For Cost Type Items:

4000 Technical,
analytical and
software
engineering
services in
support of the
NUWC DIVNPT
Unmanned Undersea
Vehicle (UUV)
programs within
Code 82 and the
Weapons and
Vehicles (WV)
Product Area

| Item | Supplies/Services Qty | Unit Est. Cost | Fixed Fee | CPFF |
|------|-----------------------------|----------------|-----------|----------------|
| 4100 | Option 9 (RDT&E) Option | | | \$1,560,411.00 |
| 4101 | Option 10 (RDT&E) Option | | | \$1,585,236.00 |
| 4102 | Option 11 (RDT&E) Option | | | \$792,969.00 |
| 4200 | (NWCF-CPP) Option | | | \$667,671.00 |

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| | 3 (WCF) Option | |
| 4201 | (NWCF-CPP) Option 4 (WCF) Option | \$675,505.00 |
| 4202 | (NWCF-CPP) Option 5 (WCF) Option | \$339,089.00 |

For ODC Items:

| Item | Supplies/Services Qty | Unit Est. Cost |
|-------|---|----------------|
| ----- | | |
| 6000 | Prime and Subcontractor Travel and Material with applicable burdens excluding fee | \$0.00 |
| 6100 | Option 9 (RDT&E) Option | |
| 6101 | Option 10 (RDT&E) Option | |
| 6102 | Option 11 (RDT&E) Option | |
| 6200 | NWCF (CPP) Option 3 (WCF) Option | |
| 6201 | (NWCF-CPP) Option 4 (WCF) Option | |
| 6202 | (NWCF-CPP) Option 5 (WCF) Option | |

B30S LEVEL OF EFFORT - TERM (NOV 2006)

(a) The level of effort of each Contract Line Item Number (CLIN) of this task order is as follows:

| CLIN | Funding | Base or Option # | Hours Contractor Site | Hours Government Site |
|------|---------|------------------|-----------------------|-----------------------|
| 1100 | RDT&E | Optin 6 | 2,500 | 10,000 |
| 1101 | RDT&E | Option 7 | 5,000 | 20,000 |
| 1102 | RDT&E | Option 8 | 5,000 | 20,000 |
| 4100 | RDT&E | Option 9 | 5,000 | 20,000 |
| 4101 | RDT&E | Option 10 | 5,000 | 20,000 |

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|------|----------|-----------|-------|--------|
| 4102 | RDT&E | Option 11 | 2,500 | 10,000 |
| 1200 | NWCF-CPP | Base | 1,300 | 5,200 |
| 1201 | NWCF-CPP | Option 1 | 2,600 | 10,400 |
| 1202 | NWCF-CPP | Option 2 | 2,600 | 10,400 |
| 4200 | NWCF-CPP | Option 3 | 2,600 | 10,400 |
| 4201 | NWCF-CPP | Option 4 | 2,600 | 10,400 |
| 4202 | NWCF-CPP | Option 5 | 1,300 | 5,200 |

80% OF THE HOURS ARE EXPECTED TO BE PERFORMED AT NUWCDIVNPT AND 20% OF THE HOURS AT THE CONTRACTOR'S FACILITY.

The term of each CLIN is defined in section F of the task order. The total estimated level of effort is expected to occur evenly over the task order term.

(b) In the event that the incurred level of effort exceeds by 5% or less of the task order requirement, but does not exceed the estimated cost of the task order, the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (d) below. This understanding does not supersede or change subsection (d) below, whereby the Contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

(c) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending upon whether or not the task order is fully funded, applies independently and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or "Limitation of Funds" clause.

(d) The Contractor shall notify the Task Order Ordering Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort the Contractor expects to incur under the task order in the next 60 days, when added to the level of effort previously expended in the performance of the task order, will exceed 75% of the level of effort established for the task order; or

(2) The level of effort required to perform the task order will be greater than the level of effort established for the task order.

As part of the notification, the Contractor shall provide the Task Order Ordering Officer a revised estimate of the level of effort required to perform the task order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only; i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the task order, shall be entirely within the discretion of the Contracting Officer. In no event, however, shall the fixed fee be increased unless the revised level of effort exceeds the previously established level of effort by more than 10%.

(e) In the event that less than 100% of the established level of effort, or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased, is actually expended by the completion date of the task order, the Government shall have the option of;

(1) Requiring the Contractor to continue performance, subject to the provisions of the limitation of cost clause, or, as applicable, the limitation of funds clause, until the effort expended equals 100% of the original level of effort or of the fee bearing portion of the last 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.

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(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.

B36S OFFERS FOR LESS THAN THE TOTAL QUANTITY ARE UNACCEPTABLE (JUN 2004)

Offers for less than the total quantity for all items specified are UNACCEPTABLE.

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 | Funding | Base or Option # | Exercise No Later Than |
|-----------|----------|------------------|------------------------|
| 1100/3100 | RDT&E | Option 6 | 11/30/2007 |
| 1101/3101 | RDT&E | Option 7 | 3/30/2008 |
| 1102/3102 | RDT&E | Option 8 | 3/30/2009 |
| 4100/6100 | RDT&E | Option 9 | 3/30/2010 |
| 4101/6101 | RDT&E | Option 10 | 3/30/2011 |
| 4102/6102 | RDT&E | Option 11 | 3/30/2012 |
| 1201/3201 | NWCF-CPP | Option 1 | 3/30/2008 |
| 1202/3202 | NWCF-CPP | Option 2 | 3/30/2009 |
| 4200/6200 | NWCF-CPP | Option 3 | 3/30/2010 |
| 4201/6201 | NWCF-CPP | Option 4 | 3/30/2011 |
| 4202/6202 | NWCF-CPP | Option 5 | 3/30/2012 |

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.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

ENGINEERING AND TECHNICAL SERVICES FOR UNMANNED UNDERSEA VEHICLES

1.0 INTRODUCTION

The Undersea Warfare Center Division Newport (NUWC DIVNPT) is the primary RDT&E Laboratory for U.S. Navy undersea technology. Code 82 and the Weapons and Vehicles Product Area Director (PAD), code WV, are the Program Management Office (PMO) and PAD/Customer Advocate organizations respectively. They are responsible for the overall technical direction and management of the all major programs within the Weapons and Vehicle Product Area, including all Unmanned Undersea Vehicles, weapons and launcher systems.

2.0 SCOPE

The contractor shall provide technical, analytical and software engineering services in support of the NUWC DIVNPT Unmanned Undersea Vehicle (UUV) programs within Code 82 and the Weapons and Vehicles (WV) Product Area. The services necessary include: (a) Evaluate UUV critical development technologies and challenges; (b) Concept of Operations (Conops) and Analysis of Alternatives (AOA) services; (c) Acquisition program strategy development and technical program services; (d) Software engineering and product development, maintenance and services; (e) Engineering design and evaluation services.

3.0 APPLICABLE DOCUMENTS

In accordance with current acquisition reform tenets, the contractor shall use appropriate contractor in-house procedures and industry standards, in lieu of government specifications and standards.

3.1 NUWC-NPT Administrative Publication 11,255 "Publications & Presentations Guide"

3.2 NUWC DIVNPT Financial Reference Guide for Principal Investigators, September 2001

3.3 NUWC DIVNPT INST 5450.4A NUWC DIVNPT Organization Manual

3.4 MIL-PRF-29612B Performance Specification Training Data Products

APPLIES TO ALL TASKS

4.0 REQUIREMENTS

4.1 EVALUATE UUV CRITICAL DEVELOPMENT TECHNOLOGIES & CHALLENGES

Using GFI (6.1,6.2 and 6.3) the contractor shall provide technology white papers, perform and prepare analyses, and provide recommendations. The recommendations shall span and integrate concept and technology development such as critical components (systems, subsystems, organizations, skill sets) required to execute system and subsystem functions. Additional areas of focus are risk management, technology insertion and Navy experimentation processes to successfully deliver UUV capability to the Fleet as well as to advance UUV innovation. The contractor shall evaluate UUV platforms, systems and subsystems and develop white paper analysis. Specific analysis required will be identified in a Technical Instruction.

4.1.1 Deliverables: The contractor shall prepare and deliver technical white papers in accordance with CDRL A001.

4.1.2 Standard: White papers are comprehensive and completed within the TI guidelines and schedule.

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4.2 CONOPS AND ANALYSIS OF ALTERNATIVES SERVICES

Using GFI (6.1-6.5) the contractor shall provide end-to-end or mission phase-specific Concepts of Operation studies to address UUV deployment and usage options for NAVY and/or Joint forces.

The contractor shall perform and/or review military value vs. UUV functionality studies in support of Analysis of Alternatives working groups. Specific analysis required will be identified in a Technical Instruction.

4.2.1 Deliverables: The contractor shall prepare and deliver Studies in accordance with CDRL's A001.

4.2.2 Standard: Studies are comprehensive and completed within the TI guidelines and schedule.

4.3 ACQUISITION PROGRAM STRATEGY DEVELOPMENT AND TECHNICAL PROGRAM SERVICES

Using GFI (6.1-6.8) the contractor shall provide technical and management services for the development and refinement of acquisition strategies, alternative approaches/development of acquisition/program documentation for programs assigned to UUV programs.

The contractor's analyses shall include alternative approaches, assessment of program business and technical risks, and development of risk reduction strategies and development and periodic update of roadmaps/Master Plans for programs, identified in the background, assigned to Code 82 and the WV PAD. Using GFI (6.8-6.10) the contractor shall develop a Code 82/WV PAD UUV Strategic Plan for future UUV technologies. In addition, the contractor shall develop a mechanism to implement strategic planning efforts. The contractor shall attend Code 82 Technology Council meetings to develop a "roadmap" for future business initiatives, from development through implementation. The contractor shall provide all aspects of strategic planning for Code 82 to include collaboration with NAVSEA, PEO and SPAWAR sponsors and all ancillary stakeholder organizations. Specific analysis required will be identified in a Technical Instruction.

4.3.1 Deliverables: The contractor shall prepare and deliver reports, written assessments, white papers, in accordance with CDRL A001 and briefing materials in accordance with CDRL A002

4.3.2 Standard: Reports, written assessments, white papers, and briefing materials are accurate and completed within the TI guidelines and schedule.

4.4 SOFTWARE ENGINEERING AND PRODUCT DEVELOPMENT, MAINTENANCE AND SERVICES

Using GFI (6.12-6.14) the contractor shall develop software either on-site at NUWC or at the contractor's facilities. These services shall include maintaining and/or advancing Code 82 modeling and simulation infrastructure, models, tools, agent technologies and multi-dimensional visualization. The Contractor shall also design, develop, test, integrate and document other software as required by Code 82 initiatives and programs. Using GFI 6.14 the contractor shall also provide investigation and analysis of any commercial products that Code 82 is considering using in their initiatives and programs. The contractor shall also provide software engineering design practices and documentation expertise in support of NUWC TDA responsibility. Specific analysis required will be identified in a Technical Instruction.

4.4.1 Deliverables: The contractor shall deliver executable programs in accordance with CDRL A003 and computer documentation end items in accordance with CDRL A004.

Standard: Computer documentation end items are accurate and completed within the TI guidelines and schedule.

4.5 ENGINEERING DESIGN AND EVALUATION SERVICES (NWCF-CPP)

The contractor shall provide systems engineering services and materials to upgrade or design UUV systems. The major components of the systems and subsystems are:

-propulsion and power systems

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- energy storage (e.g., fuel cells, batteries)
- control systems
- arrays
- acoustic sensor performance predictions
- submarine/host platform combat systems
- communication systems
- autonomous/expert systems
- optimal manning systems

Using GFI (6.10,6.11,6.15 and 6.16) the contractor shall conduct studies of risk analysis, high reliability/availability systems architecture designs, vehicle dynamics, life cycle support analyses for deployed vehicles or vehicles to be deployed. These services shall also provide recommended applications or repurposing of existing technologies and conceptual and notional technologies needed to achieve the operational requirements of the UUV systems.

Upon government approval of the design package the contractor shall fabricate or purchase hardware and integrate into the specific UUV.

Using GFI (6.10,6.11,6.15, and 6.16) the contractor shall provide design packages at a total system hardware level.

The specific UUV to be studied will be identified in a Technical Instruction (TI)

4.5.1 Deliverables

Data Deliverables:

The contractor shall deliver study reports in accordance with CDRL A005

Design packages in accordance with CDRL A006.

Hardware Deliverables: Systems and subsystems components as specified in the government approved design packages.

4.5.2 Standard: Technical reports are accurate and completed within the TI guidelines and schedule.

5.0 PROGRESS REPORTS

The contractor shall deliver monthly cost and performance reports in accordance with the basic contract Clause C16 COST AND PERFORMANCE REPORTING (OCT 2000).

6.0 GOVERNMENT FURNISHED INFORMATION (GFI)

Government furnished information, equipment, and property shall be provided as required for the completion of the tasks described in this task statement. All materials shall be returned upon the completion of the contract. GFI may include:

6.1 UUV Requirements Analyses

6.2 UUV CONOPS

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- 6.3 UUV Program Specifications
- 6.4 UUV Analyses of Alternatives
- 6.5 UUV Trade Studies
- 6.6 UUV HSI Special Studies
- 6.7 UUV Master Plan updates and drafts
- 6.8 UUV Program Management Status Reports and Analyses
- 6.9 UUV Program Cost and Funding Information and Data
- 6.10 UUV Program Plans
- 6.11 UUV Test and Evaluation Requirements and Documentation
- 6.12 Modeling and Simulation Plans and Documentation
- 6.13 Rough Presentation Data
- 6.14 Software Standard Requirements Documentation
- 6.15 Information Assurance Documentation
- 6.16 Geographic Information Systems Documentation
- 7.0 Performance Standards and Quality Surveillance Reviews

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 identified in task paragraphs. 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 agreed upon schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to agreed upon 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.

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(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 NUWC DIVNPT Code 591 .

(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.

(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.

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(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.

C24S SECURITY REQUIREMENTS (OCT 2004)

The Contractor shall comply with the attached DD Form 254, Contract Security Classification Specification, and any documents such as Classification Guides attached thereto or referenced thereon.

C25S ACCESS TO GOVERNMENT SITE (JUN 2006)

(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 SECNAVINST 5510.30A, Section 7-6, FACILITY ACCESS DETERMINATION (FAD) PROGRAM is specifically required. Badges shall be issued only after completion of SF85P available at:

<http://www.dss.mil/epsq/patch.htm>

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 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, "Safety and Occupational Health Information for Contractors and Visitors" prior to commencing performance at any NUWCDIVNPT site. This document is available at https://knowledgenet.npt.nuwc.navy.mil/c55/552/safety_general/CONTpackagedtd%20_31Mar061.pdf

(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.npt.nuwc.navy.mil/pao/envpolicy04.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.

(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

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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®;

(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.

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SECTION D PACKAGING AND MARKING

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

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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.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

| CLIN | Funding | Base or Option # | POP |
|-----------|----------|------------------|---------------------------------|
| 1100/3100 | RDT&E | Option 6 | 11/23/07-12/31/07 |
| 1101/3101 | RDT&E | Option 7 | 1/1/08-12/31/08 |
| 1102/3102 | RDT&E | Option 8 | 1/1/09-12/31/09 |
| 4100/6100 | RDT&E | Option 9 | 1/1/10-12/31/10 |
| 4101/6101 | RDT&E | Option 10 | 1/1/11-12/31/11 |
| 4102/6102 | RDT&E | Option 11 | 1/1/12-5/23/12 |
| 1200/3200 | NWCF-CPP | Base | 5/24/07-12/31/07 |
| 1201/3201 | NWCF-CPP | Option 1 | 3/11/08-12/31/08 |
| 1202/3202 | NWCF-CPP | Option 2 | <u>1/27/09</u> -12/31/09 |
| 4200/6200 | NWCF-CPP | Option 3 | 1/1/10-12/31/10 |
| 4201/6201 | NWCF-CPP | Option 4 | 1/1/11-12/31/11 |
| 4202/6202 | NWCF-CPP | Option 5 | 1/1/12-5/23/12 |

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, NUWCDIVNPT or other locations, as required by the statement of work.

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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)

(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) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

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

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

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

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

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

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

Issue DODAAC

N66604

Admin DODAAC

S0701A

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| | |
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| Pay Office DODAAC | HQ0337 |
| Inspector DODAAC | LEAVE BLANK |
| Service Acceptor DODAAC | N66604 |
| Service Approver DODAAC | N66604 |
| Ship To DODAAC | N66604 |
| DCAA Auditor DODAAC | HAA661 |
| LPO DODAAC | LEAVE BLANK |
| Inspection Location | N66604 |
| Acceptance Location | N66604 |

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:

tambra.licis@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 NUWCDIVNPT WAWF point of contact , Jerry Palmer at 401-832-1645 or gerald.palmer@navy.mil (alternate: Catharine Costakos at 401-832-1488, catharine.costakos@navy.mil), or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil

GIOS CONTRACTUAL AUTHORITY AND COMMUNICATIONS (AUG 2005)

(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 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

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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: Elizabeth Alexander

Telephone: Commercial: 401-832-3230; DSN: 432-3230

Fax: Commercial: 401-832-4820; DSN: 432-4820

Email: elizabeth.alexander@navy.mil

(d) The Task Order Negotiator is:

Name: Brian O'Donnell

Telephone: Commercial: 401-832-7937; DSN: 432-7937

Fax: Commercial: 401-832-4820; DSN: 432-4820

Email: brian.odonnell@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).

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(2) The function of FAR 42.302(b)(6).

(d) If the task order ACO identifies a contract administration problem, the remedy for which is not covered by the above, the task order ACO shall request the Task Order Ordering Officer to delegate additional functions as necessary. The Task Order Ordering Officer may delegate authority by letter.

G17S TOM APPOINTMENT (AUG 2005)

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

Name: Tambra Licis

Code: 8221

Mailing Address: Naval Undersea Warfare Center Division Newport, Bldg 1371, Room 240-1, Newport, RI 02841

Telephone: 401-832-1684

Commercial(401)-832-2223

DSN 432-1684

Email: tambra.licis@navy.mil

(b) The TOM is responsible for those specific functions assigned in the Task Order Administration Plan, attached.

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

Accounting Data
 SLINID PR Number Amount

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MOD 27

110201 5000.00

LLA :

C4

Standard Number:

310201 1000.00

LLA :

C4

Standard Number:

MOD 28

110202 55800.00

LLA :

C6

Standard Number:

310202 15000.00

LLA :

C5

Standard Number:

310203 5000.00

LLA :

C3

Standard Number:

310204 95000.00

LLA :

C6

Standard Number:

MOD 29

110203 10000.00

LLA :

C8

Standard Number:

310205 11250.00

LLA :

C7

Standard Number:

310206 5000.00

LLA :

C8

Standard Number:

MOD 30

120201 25000.00

LLA :

C9 9

Standard Number:

320201 150000.00

LLA :

C9

Standard Number:

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H10S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-1

(a) In accordance with FAR 9.505-1; whereas this task order provides for systems engineering and technical direction (SETD), the Contractor agrees not to be a supplier to the Department of Defense, a subcontract supplier, or a consultant to a supplier of any system or subsystems for which the SETD functions are performed hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems or their subsystems extends for a period of three years after the term of this contract.

(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, in writing, to the Task Order Ordering Officer, a certification 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.

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 3 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.

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(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.

* 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

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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.

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

The contractor is expressly prohibited from purchasing any telecommunication devices (i.e. satellite telephones, cell phones, pagers, blackberry, two way radios, walkie-talkies, etc. or any associated accessories) without the written approval of the contracting officer on an item by item basis.

H31S INCREMENTAL FUNDING - ADDITIONAL FUNDS (JAN 2008)

Additional funds are hereby provided for continued performance. The total funding obligated for performance is increased from \$7,418,858.00 by \$175,000.00 to \$7,593,858.00. The clause entitled "Limitation of Funds (FAR 52.232-22)" applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this order.

NUWC Accrual Date: June 4, 2009

H38S TECHNICAL INSTRUCTIONS (FEB 2006)

(a) A Technical Instruction (TI) is written guidance or specific direction to the contractor within the scope of the task order Statement of Work (SOW).

(b) When necessary, the Government will issue Technical Instructions (TI's) to provide clarification or details of specific tasks set forth in the task order Statement of Work (SOW). However, TI's may not be used to:

- (1) assign work not covered by the scope of the task order (it is not a modification to the task order),
- (2) direct a change as defined in the contract clause entitled "Changes",
- (3) increase or decrease the task order's estimated cost, its fixed fee or award fee, its total level of effort, or the time required for contract performance; or
- (4) change any of the terms, conditions or specifications of the basic contract or task order.

(c) Normally, the Task Order Manager (TOM) will issue the TI, although it may be issued by the Task Order Ordering/Contracting Officer. The TI may be based on technical discussions with the Contractor. However, the TOM can only perform one of the following functions: (1) initiate the requirement for the task order, (2) place TI's, or (3) perform receipt, inspection, and acceptance of the services. If circumstances preclude an individual TOM from performing a single function, then, at a minimum, the individual TOM responsible for placing the TI shall not perform receipt, inspection, and acceptance.

(d) In an urgent situation, if funding is already available (see paragraph (f)), the TOM may provide oral direction to the contractor, but any oral direction must be formalized in writing within 5 working days. A TI is effective only after it is signed by the TOM and delivered, mailed, or electronically transmitted to a contractor representative. Subsequent TIs may revise the original TI. The contractor shall not initiate work unless the work has been defined by a TI.

(e) As a minimum, TI's shall include the following data:

- (1) Contract number, task order number and TI number,
- (2) Effective date (if different from date of the TI),

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(3) Technical directions or clarifications, stated in a clear and unambiguous fashion

(4) Specific reference to relevant SOW paragraphs, deliverables, quantities, due date, SLINs, color of funding, government cost estimate, and total labor hours to be expended.

(f) Regardless of whether the TI is first transmitted orally or in writing, no cost will be incurred unless appropriate funding is available on this task order.

(g) If the Contractor believes that a TI constitutes a change, the Contractor shall not perform the affected portion of the work; and shall contact the TOM immediately for further clarification and direction.

(h) In the event that an issue cannot be resolved between the contractor and the TOM, the Contractor shall contact the Task Order Ordering/Contracting Officer for clarification and direction.

(i) As required by Clause H.11, CONTRACTOR WEBPAGE, of the basic contract, the contractor shall post TI's electronically on its webpage.

H40S KEY PERSONNEL (FEB 2007)

The following are specified as key people for this task order:

Names:

Ken Haner
John DePrimo
Ben Helme
Tom Skrmetti
Norman Hills
Huergen Keil
James Kelly
Frederick Cancilliere
Glen Zitka
John Sirmalis
Louis Bisci
Kevin Wetterskog
Kieth Kelley
James Ferguson

H52S PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT (FEB 2007)

None of the services required by this task order shall be subcontracted to or performed by persons other than the contractor or the contractor's employees or those subcontractors (as listed below) which were proposed and approved in the initial offer, without the prior written approval of the Task Order Ordering Officer.

| <u>Subcontractor</u> | <u>Hours</u> |
|----------------------------------|---------------|
| Alaska Native Technologies (ANT) | 5,000 |
| AMSEC | 30,000 |
| GDIT (Anteon) | 50,000 |
| ASSETT | 2,500 |
| EDO | 10,500 |
| EG&G | 5,000 |
| Mikel | 2,500 |
| Northrop Grumman | 11,000 |
| Sonalysts | <u>10,500</u> |
| Total Sub Hours Proposed: | 82,000 |

H61S GOVERNMENT FURNISHED PROPERTY (GFP) (FEB 2005)

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(a) The Government shall furnish Government property to the Contractor for use in connection with this task order.

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in the attached, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following location: .

(2) Government Furnished Information (GFI) shall be provided as identified in the Statement of Work and specifications. Unless specified otherwise, GFI will be furnished within 30 days after task order award.

(b) Only the identified items, in the quantity shown, will be furnished by the Government; however, additional Government property may be made available. All other material required for the performance of this task order shall be furnished by the Contractor. GFP furnished under this task order is for use exclusively under this task order unless specified otherwise in writing by the Task Order Ordering Officer.

(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 (MAY 2006)

(a) Performance under this task order may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his 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 task order in accordance with FAR subpart 31.2 or 31.3 as applicable.

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided below:

Wage Determination #: 2005-2467 Revision: 6 Area: RI, 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.

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SECTION I CONTRACT CLAUSES

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

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

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (NOV 2004)

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

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

52.222-41 Service Contract Act (1965)

52.222-49 -- Service Contract Act -- Place of Performance Unknown.

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: N/A. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing prior to the solicitation closing date.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

Contract Data Requirements List (CDRL)

Contract Security Classification Specification DD254

Task Order Administration Plan (TAP)

GFP/GFI