

**DELIVERY ORDER**

**FINAL**

1. CONTRACT NO. N00178-04-D-4119	2. DELIVERY ORDER NO. N40102	3. EFFECTIVE DATE ORIG 09/30/2005 MOD 09/18/2006	4. PURCHASE REQUEST NO. N66604-06-MR-58883
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5. ISSUED BY CODE N66604  NUWC, NEWPORT DIVISION Brenda D. Hargrow 5911 Simonpietri Drive, Building 11 Newport, RI 02841-1706 hargrowbd@npt.nuwc.navy.mil 401-832-1527 Ext.	6. ADMINISTERED BY CODE S5111A  DCMA SOUTHERN VIRGINIA 190 BERNARD ROAD, BLDG 117 FORT MONROE, VA 23651
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7. CONTRACTOR CODE 1LT84  AMSEC LLC 2829 Guardian Lane Virginia Beach, VA 23452	FACILITY	8. DELIVERY DATE See Section F
		9. CLOSING DATE/TIME
		SET ASIDE TYPE
		10. MAIL INVOICES TO See Section G

11. SHIP TO  See Section D	12. PAYMENT WILL BE MADE BY CODE HQ0338  DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus, OH 43213
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13. TYPE OF ORDER	<input type="checkbox"/> D	<input checked="" type="checkbox"/> X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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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.

AMSEC LLC



NAME OF CONTRACTOR      SIGNATURE      TYPED NAME AND TITLE      DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA  
See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages					

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA  By: Diane C. Christensen  CONTRACTING/ORDERING OFFICER	22. TOTAL  09/18/2006  \$239,144.00
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SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

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Distribution: KR, 0221, 8133/D.Tassia, 591 CLO/M.Merriwether

NUWCDIVNPT Control Number: 065634

NUWCDIVNPT Requisition Number(s):N66604-5103-011K-991

The purpose of this modification is to extend the period of performance of CLIN 1100.

Authority: FAR 52.232-22 "Limitation of Funds (APR 1984)"

Modification Type: Bilateral

Authority: FAR 52.249-14 "Excusable Delays"

SECTION F - Revised the Period of Performance for 1100AA, as shown in Section F Deliveries or Performance.

All other task order terms and conditions remain unchanged.

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

Note: This is a NO COST modification. There is no change to the overall estimated ceiling, and there is no change to the overall amount of funding.

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

1000 Modeling support

For Cost Type Items:

1100	Modeling Support					
Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF	
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1100AA	Modeling Support (WCF)	1.0 Lot				

### B51S PAYMENT OF FIXED FEE - TERM AND COMPLETION (APR 2005)

- The fixed fee, as specified in Section B of this task order, subject to any adjustment required by other provisions of this task order, will be paid in installments to be paid at the time of each provisional payment on account of the allowable cost. The current installment is the amount of fixed fee earned to date and not previously billed.
- Determine the total amount of fee earned to date as follows. Divide the current total estimated cost (minus other direct costs) of the order by the current fixed fee. Multiply the result by the incurred costs (minus other direct costs) to date.
- Completion Orders: The Contractor is entitled to the full fixed fee amount upon the acceptable completion of the order.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

#### 1.0 BACKGROUND

The Naval Undersea Warfare Center (NUWC) Division, Newport seeks the hardware procurement and development of software on dedicated workstations to simulate the performance of the MK 46 Mod 5A(S) Warshot Torpedo. The weapon-specific sonar beamformers, signal processors, tactical processor, autopilot processor, warhead fuzing, and dynamic models of the Mk 46 Torpedo will be programmed as Simulink™/Stateflow™ modules and integrated into an object-oriented software environment currently under development at NUWC. Following integration (with limited government assistance), the contractor will demonstrate the performance of the MK 46 Mod 5A(S) model simulation in a number of representative scenarios, and results will be compared to existing data from actual MK 46 Mod 5A(S) in-water runs.

In a parallel effort, the government is currently developing an object-oriented generic undersea warfare engagement model called Cassandra. Cassandra (written in C++ with a graphical user interface written in Java) is designed to model a complete engagement from initial contact between platforms, through weapon launch, to the terminal attack phase (with particular emphasis on weapon performance from launch to target intercept and hit. This capability was designed to simulate the detailed interactions between underwater torpedoes, surface ships, submarine platforms and advanced countermeasures. Cassandra is designed to incorporate Simulink™ modules in compliance with the Threat Modeling and Analysis Program (TMAP). This use of commercial off the shelf (COTS) software in conjunction with Cassandra must be demonstrated as a portion of this effort.

#### 2.0 SCOPE

This effort requires the detailed operational performance of the MK 46 Mod 5A(S) torpedo to be encoded in MATLAB Simulink™ and Stateflow™ models representing the operation of the torpedo sonar, tactics, dynamics and fuzing of the torpedo. The models will then need to be integrated into the Cassandra engagement model (provided by the government) on appropriate individual workstations running Linux and Windows 2000, respectively. The software /hardware suite will incorporate a data recording capability to provide performance results during each phase of the torpedo run. Preliminary demonstrations of work progress will be expected quarterly and a final demonstration at the end of the project will show the models integrated in the Cassandra environment and running on both platforms.

#### 3.0 APPLICABLE DOCUMENTS

3.1 The following are provided for general guidance during the performance of the work required under contract.

- a. Code 80 Laboratory Standard Operating Procedures Manual
- b. WAF Standard Operating Procedures
- c. Code 81 Software Configuration Management Plan
- d. Cassandra Users Guide and Simulink Interface Specification dated 22 January 2004
- e. Code 81 Torpedo Systems Department Security Guide
- f. Cassandra Software Maintenance Plan, Document Number 7499799
- g. MK 46 Mod 5A(S) system requirements documentation, including SW515-A5-GES-010/(S) MK 46 MOD 5

The Contractor shall have access to government furnished information upon award of the task order. This information will include documents outlining the performance of the Mk 46 Mod 5 Torpedo. These documents have a classification level of CONFIDENTIAL and Cassandra is software written at the SECRET level.

#### 4.0 REQUIREMENTS

##### 4.1 Task A – Cassandra and the MK 46 Mod 5A(S) Torpedo Performance Capability

In accordance with the documents in paragraph 3.1, the contractor shall provide Torpedo MK 46 Mod 5A(S)

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technical expertise with regard to weapon operation, including functional performance capabilities. Detailed MK 46 Mod 5A(S) functional capabilities will be modeled in Simulink™ as object-oriented models, which can be integrated with the Navy's engagement models. Specifically, the contractor shall produce the following modules for the Torpedo Mk 46 Mod 5A(S):

- (a) a robust sonar beamformer module;
- (b) a signal processing module;
- (c) a tactics module that incorporates all operating modes of the warshot torpedo;
- (d) a module that represents the autopilot and associated vehicle dynamics; and
- (e) a module that represents the fuzing function of the warhead.

The contractor shall provide the following Dell workstations and commercial off-the-shelf (COTS) software to perform this task, which will be delivered to the government and become government property at the end of the contract.

- (a) Red Hat Linux 9.0 Workstion –

Configuration: Dell Precision 370n with Mini Tower Workstation

Processor: Intel Pentium 4, 3.0 GHz

Operating System: Linux Red Hat 9.0

Memory: 1 GB, 533 MHz, DDR2 SDRAM, ECC (4 DIMMS)

Hard Drive: 80 GB SATA, 7200 RPM Hard Drive

Monitor: 19 inch E193 Flat Panel or greater

Video Card: 128 MB PCIe x16 nVidia Quadro FX 1400

Drives: 3.5 inch floppy; DVD reader only; no others.

Input/Output: Keyboard and 2-button mouse

Wireless: None

- (b) Windows 2000 Workstation -

Configuration: Dell Precision 370n with Mini Tower

Processor: Intel Pentium 4, 3.0 GHz

Operating System: Windows 2000

Memory: 1 GB, 533 MHz, DDR2 SDRAM, ECC (4 DIMMS)

Hard Drive: 80 GB SATA, 7200 RPM Hard Drive

Monitor: 19 inch E193 Flat Panel or greater

Video Card: 128 MB PCIe x16 nVidia Quadro FX 1400

Drives: 3.5 inch floppy; DVD reader only; no others.

Input/Output: Keyboard and 2-button mouse

Wireless: None

- (c) MS Visual Studio 6.0 or MS Visual Studio .NET 2003

- (d) Net Beans 3.6 or greater

- (e) MATLAB 6.5 or greater with Simulink/Stateflow and Real Time Workshop

The contractor shall provide technical services to develop the Simulink™/Stateflow™ models and host the Cassandra engagement model utilizing COTS hardware (e.g., a NT Workstation running Linux and a NT Workstations running Windows 2000 and any associated peripherals). These services and hardware will be utilized to demonstrate and assess the ability to integrate the developed models with the Cassandra simulation on the standalone, portable, prototype systems.

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The contractor shall analyze and evaluate the COTS items and the applicability to the Government's existing Cassandra model's performance capability against various complex environments under real-time requirements. The contractor shall also provide technical documentation that describes the function, inputs and, outputs of each software module and, as well as, documentation describing how the software modules are designed to work together. The software modules are to be designed to accommodate the output to Cassandra internal torpedo signals (e.g. signal excess, active/passive detect) that may be useful for an analyst during verification and validation exercises.

#### 4.1.1 Deliverables and Schedule

- The contractor shall provide a technical report that documents the results of the study and recommendations for implementation. CDRL Item A001.
- The contractor shall deliver prototype hardware on a DD250 and a Test Report in accordance with CDRL Item A001 and A002. Hardware to be delivered shall be listed in the contractor's monthly Progress Report.
- The government must maintain ownership of all software and hardware utilized in this contract. Specifically, the government has developed and retains ownership of Cassandra, an undersea warfare engagement tool that has a Java graphical user interface (GUI) and a C++ framework. In addition, the government will acquire the rights to all software developed under this contract as a condition of the contract. This includes MATLAB Simulink and Stateflow models produced by the contractor and the corresponding converted C++ code. The contractor must provide these to the government at the conclusion of the contract and may NOT further distribute this software. In addition, since the government is purchasing a "turn-key" solution, all of the commercial off-the-shelf (COTS) hardware (i.e. two workstations) and software (i.e. MATLAB) purchased as a part of this contract shall become property of the government at the contract conclusion.

#### 5.0 PROGRESS REPORTS

The Contractor shall provide monthly technical progress and financial status reports in accordance with Clause HC16S Cost Performance Reporting (May 2001). The Contractor shall provide quarterly demonstrations of progress.

#### 6.0 PLACE OF PERFORMANCE

System development will occur at the contractor's facility; integration into Cassandra will be in NUWC laboratory spaces or at the contractor's facility.

#### 7.0 GOVERNMENT FURNISHED PROPERTY MADE AVAILABLE

See attached GFP Certification

#### 8.0 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.

Technical quality will be evaluated based on the contractor's success in achieving the objectives identified in sections 4.1 (a) through (e) and the relevant standards identified in applicable documents 3.1 (a) - (g). Responsiveness will be evaluated based upon the government's 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.

#### 9.0 APPLICABLE GOVERNMENT CONTRACT

The SEAPORTE contract was developed to support the objectives of Seapower 2. The work described in this document involves software modeling and simulation which is specifically addressed in the SEAPORTE contract in the following paragraphs:

- 3.3
- Attachment 1, 8.0, Undersea Warfare (USW) Weapons and Vehicles, Torpedoes
- Attachment 2, 1.0, Newport Division, (a) Torpedoes, Targets, Countermeasures, Undersea Vehicles

C16S COST AND PERFORMANCE REPORTING (MAY 2001)

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(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 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 (JAN 2005)

(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.

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 bear 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. Contact Code 552 at 401-832-3534 or 5890 in Newport, RI.

(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 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.



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## SECTION D PACKAGING AND MARKING

### D11S PRESERVATION, PACKAGING, PACKING AND MARKING (JUN 2004)

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)

MARK FOR:

Name Code Telephone No.

### 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 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.

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## SECTION E INSPECTION AND ACCEPTANCE

### E14S INSPECTION AND ACCEPTANCE OF SERVICES (OCT 2004)

The Task Order Manager (TOM) identified in Section G is the only person empowered to inspect and accept the completed task order. Upon completion of all work and final submission of all data items, the contractor's Senior Technical Representative shall prepare and sign a Certificate of Final Acceptance (COFA) memorandum, and submit it to the TOM for signature. The contractor shall include the fully signed COFA with its final invoice.

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## SECTION F DELIVERIES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

BASE YEAR SLIN: 1100 - Date of award - 10/30/2006

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

## SECTION G CONTRACT ADMINISTRATION DATA

### Accounting Data

SLINID	PR Number	Amount
1100AA	N66604-5103-011K	[REDACTED]
LLA :		
A1	97X4930.NH6A 000 77777 0 066604 2F 8E0014 S99172581330	

### ACCOUNTING AND APPROPRIATION DATA

This is not newly available funding. This is funding from Task Order award. Do not count it again.

#### G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(OCT 2004)

(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), (40), (44), (45), (46), and (47).

(2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the Task Order Ordering Officer address (Attn: Code 593 -- CLOSEOUT)

(3) 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.

#### G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (SEP 2004)

Fill in the information required below and submit it with your proposal. The contractor's senior technical representative, point of contact for performance under this task order is:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

#### G16S NOTE TO PAYMENT OFFICE - PAYMENT BY ACRN (SEP 2004)

In the event the contractor does not identify the specific ACRN (or the related SLIN) being invoiced, the

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paying office is directed to pay the invoice by assigning the ACRN on a first-in first-out basis. For example, pay from ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc. If necessary, the paying office should assign the appropriate SLIN.

#### G17S TOM APPOINTMENT (JUN 2005)

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

Name: David Tassia

Code: 8133

Mailing Address: Naval Undersea Warfare Center Division, Newport, 1176 Howell Street, Building: 106, Newport, RI 02841

Telephone: 401-832-6831

(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, PCO or ACO has issued a formal modification.

#### G1S SUBMISSION OF INVOICES -- COST REIMBURSEMENT

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and four (4) copies, to the contract auditor at Cognizant DCAA, unless waived by DCAA. If Electronic Cost Reporting and Financial Tracking (eCraft) is applicable to this contract, provide duplicate information to eCraft.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this task order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

(1) Contract line item number (CLIN)

(2) Subline item number (SLIN)

(3) Accounting Classification Reference Number (ACRN)

(4) Payment terms

(5) Procuring activity

(6) Date supplies provided or services performed

(7) Costs incurred and allowable under the task order

(8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report", is not required.

(f) A Certificate of Performance is required unless Electronic Cost Reporting and Financial Tracking (eCraft) is applicable to this task order.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this task order. The Government may indicate final acceptance on DD Form 250

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or by other appropriate means such as a Certificate of Final Acceptance.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, costs will be allocated on a first-in first-out basis. For example, invoice ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc.

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 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.

### H23S YEAR 2000 WARRANTY – INFORMATION TECHNOLOGY (JUN 2004)

(a) The Contractor warrants that all information technology (IT) (as defined at FAR 2.101), whether commercial or noncommercial, delivered under this task order that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the task order specifications and applicable documentation. If the task order requires that specific deliverables operate together as a system, this warranty shall apply to those deliverables as a system.

(b) "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the task order.

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(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this warranty. Any applicable commercial warranty shall be incorporated into this task order by attachment.

(d) Notwithstanding any provision to the contrary in other warranty requirement(s) of this task order, or in the absence of any such warranty requirement(s), the remedies available to the Government under this warranty shall include those provided in the Inspection clause(s) of this task order. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this task order.

(e) Unless specified elsewhere in the task order, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) This warranty shall expire on 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this task order (including any option exercised hereunder), whichever is later.

#### H52S PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT

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 without the prior written approval of the Procuring Contracting Officer.

#### H61S GOVERNMENT FURNISHED PROPERTY (GFP) (FEB 2005)

(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 NUWC DIVNPT 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

(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 2005)

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 #: 94-2467 REV (29) Area: RI, Statewide

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

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

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## SECTION I CONTRACT CLAUSES

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (AUG 1999)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (SEP 1999)

52.222-49 SERVICE CONTRACT ACT--PLACE OF PERFORMANCE (MAY 1989)

para.(a) fill-in: RI, Statewide

fill-in: by N/A



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## SECTION J LIST OF ATTACHMENTS

Data requirements

Government Property Made Available

Work Station Requirements

Contract Security Classification Specification