

DELIVERY ORDER **FINAL**

1. CONTRACT NO. N00178-04-D-4051	2. DELIVERY ORDER NO. 0002	3. EFFECTIVE DATE 03/04/2005	4. PURCHASE REQUEST NO. N66604-05-NR-00094
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5. ISSUED BY CODE N66604 NUWC, NEWPORT DIVISION William S. Hurley 5912 Simon Pietri Drive, Building 11 Newport, RI 02841-1706 hurleyws@npt.nuwc.navy.mil 401-832-1571 Ext.	6. ADMINISTERED BY CODE S2404A DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS, VA 20109-2342
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7. CONTRACTOR CODE 07HL3 Future Technologies, Inc. 3924 Pender Dr. Suite 200 Fairfax, VA 22030 TIN: 54-1646962	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	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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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.

Future Technologies, Inc.		Ram N. Gupta, President	
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: [REDACTED]	03/07/2005 CONTRACTING/ORDERING OFFICER	22. TOTAL \$74,204
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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		

3/4

CONTRACT NO. N00178-04-D-4051	DELIVERY ORDER NO. 0002	PAGE 2 of 20
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GENERAL INFORMATION

A9S TASK ORDER GENERAL INFORMATION

Distribution: Kr., 0221, CLO P. Zbierski, C. Creaturo 3412

Zone: Northeast

Requisition Number: N66604-4323-65A5

Control Number:050837

Type of Task Order:Cost Plus Fixed Fee (TERM)

Previous Contract:None

This Acquisition is:Set Aside

A10S SPECIAL NOTICE (JUL 2004)

The Naval Undersea Warfare Center Division, Newport has implemented the Electronic Cost Reporting and Financial Tracking (eCRAFT) System. Note clauses C16S, COST AND PERFORMANCE REPORTING and G1S, SUBMISSION OF INVOICES -- ECRAFT.

Amendment 1 to the solicitation extends the closing date to December 30, 2004 at 1400.

Accounting Data

SLINID PR Number Incremental Amount

0001AA N66604-4323-65A5

LLA: A1 1751810.52LO 252 EAE77 0 068342 2D 000000 L0080MGX0000 INCREASE

G41S LOCAL AND SPONSOR ACRNS (SEP 2004)

The following information relates to accounting data cited herein:

RCP NUMBER N0003905WXFM206

SPONSOR ACRN AE - NUWCDIVNPT ACRN A1

NUWCDIVNPT "I" JOB ORDER I551115

H30S LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JUN 2004)

This task order is incrementally funded and the amount currently available for payment hereunder is limited to inclusive of fee, profit and all other charges. 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 task order.

NUWC Accrual Date: 2005 June 23

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

0001

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
0001AA	RFDACS documentation support (OTHER)			

B30S LEVEL OF EFFORT - TERM (JUN 2004)

(a) The level of effort of each Sub Line Item Number (SLIN) of this task order is the quantity of hours (LH) specified in each SLIN above. The term of each SLIN 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 3% 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 (f) below. This understanding does not supersede or change subsection (f) 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 task order, 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 listed in the task order schedule, including the identification of the key employees utilized.
- (3) The Contractor's estimate of the total allowable cost incurred under the task order,
- (4) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

B51S PAYMENT OF FIXED FEE - TERM AND COMPLETION (SEP 2004)

- (a) 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.
- (b) 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.
- (c) Completion Orders: The Contractor is entitled to the full fixed fee amount upon the acceptable completion of the order.
- (d) Term Orders: Fee shall be paid only for hours performed, not to exceed the fixed fee amount stated in the order.
- (e) Withholding. As provided in the clause entitled, Fixed Fee (FAR 52.216-8), the Task Order Ordering Officer hereby withholds 15% of all fixed fee payable under the task order up to the stated maximum of ~~the~~ Invoices submitted under the task order shall indicate fixed fee withheld.

CONTRACT NO. N00178-04-D-4051	DELIVERY ORDER NO. 0002	PAGE 5 of 20
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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

DOCUMENTATION FOR RADIO FREQUENCY DISTRIBUTION AND CONTROL SYSTEM (RFDACS)

1. BACKGROUND

The Naval Undersea Warfare Center Division Newport (NUWCDIVNPT) Electromagnetic Department (Code 34) was tasked by the Naval Sea Systems Command (NAVSEA), to build a switching and control system that will control the connections between antennas and transceivers and receivers in the radio room of submarines. This system, named RFDACS, is easily configured for multiple submarine platforms and is controllable over and simple network management protocol (SNMP) interface. It has a local user interface to be used for maintenance and troubleshooting.

Over a period of time, NUWC developed the hardware and software for the RFDACS. Project funding and schedules prevented development of proper documentation of the software requirements, design and specifications.

2. SCOPE

The Contractor shall provide support to Code 3413 NUWCDIVNPT in development of the following documents:

- (a) Software Requirement Specification (SRS)
- (b) Software Design Document (SDD)
- (c) System/Subsystem Design Document (SSDD)
- (d) Software Build Process
- (e) Operating System Buildup and Lockdown
- (f) RFDACS CAN Design Document
- (g) Embedded Code Documentation
- (h) RFACS Connectivity Database code documentation
- (i) RFACS SNMP Agent C code documentation

Tasking and deliverables shall be in accordance with the requirements defined in this task order. Tasking under this task order shall be for documentation only.

3. REQUIREMENTS

- (a) The Contractor shall provide personnel and materials to perform the following tasks.
- (b) The contractor shall provide technical writing services for Code 3413 as outlined below:

3.1 SRS

3.1.1 The contractor shall develop a Software Requirements Specification. The deliverable for this work shall be the SRS.

The deliverables for this work shall be SRS (CDRL A001).

3.2 RFDACS SDD

3.2.1 The contractor shall develop, modify, and adapt a Software Design Document. The government will provide the current SSDD/SDD from which the contractor will extract the current SDD related information. This information will provide a beginning point for the development of the SDD.

The deliverable for this work shall be the SDD. (CDRL A002)

3.3 RFDACS SSDD

3.3.1 The contractor shall develop, modify, and adapt a Software Subsystem Design Document. The government will provide the current SSDD/SDD from which the contractor will extract the current SSDD

CONTRACT NO. N00178-04-D-4051	DELIVERY ORDER NO. 0002	PAGE 6 of 20
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related information. This information will provide a beginning point for the development of the SSDD.

The deliverable for this work shall be the SSDD. (CDRL A003)

3.4 RFACS Software Build Process Document

3.4.1 The contractor shall refine the RFDACS Software Build Process document.

The deliverable for this work shall be the RFDACS Software Build Process document. (CDRL A004)

3.5 RFDACS Operating System Buildup and Security Lockdown

3.5.1 The contractor shall provide finishing touches to the barebones operating system buildup and lockdown procedure developed by the government.

The deliverable for this work shall be the RFDACS Operating System Buildup and Lockdown Procedure. (CDRL A005)

3.6 RFDACS CAN Design Document

3.6.1 The contractor shall update the RFDACS CAN Design Document.

The deliverable for this work shall be the RFDACS CAN Design Document (CDRL A006).

3.7 Embedded Code Documentation

3.7.1 The contractor shall document all embedded code. This includes but not limited to:

3.7.1.1 Low Power Switching Driver Card

3.7.1.2 Unit 4 Low Power Control Card

3.7.1.3 Unit 5 Low Power Control Card

3.7.1.4 High Power Switching Daughter Card

3.7.1.5 Chassis Switching Card

3.7.1.6 RFIU CAN Node

3.7.1.7 Unit 3 CAN Node

3.7.1.8 Unit 3 OE-538 Personality Card

3.7.1.9 Failsafe Modules for the Seawolf, SSGN, SSBN and Virginia

3.7.1.10 VLF Subsystem

3.7.1.11 OE-538 MFM Controller

The deliverable for this work shall be documentation of the code and pseudo code document each item (CDRL A007).

3.8 RFACS Connectivity Database code documentation

3.8.1 The contractor shall document the RFDACS Connectivity Database C code.

The deliverable for this work shall the RFDACS Connectivity Database documentation (CDRL A008).

3.9 RFACS SNMP Agent C code documentation

3.9.1 The contractor shall document the RFDACS SNMP Agent C code.

The deliverable for this work shall the RFDACS SNMP Agent documentation (CDRL A009).

3.10 Documentation shall be done per J-STD0-016-1995 or equivalent.

4. PROGRESS REPORTS

The Contractor for this task order shall provide progress reports via eCraft per clause C16S.

5. LOCATION

This work shall be performed at the Contractor's facilities and at Government facilities in Newport, RI.

6. GOVERNMENT FURNISHED INFORMATION (GFI)

The following GFI will be provided upon contract award:

- (a) RFDACS SRS document
- (b) RFDACS SSDD/SDD document
- (c) RFDACS Build Process document
- (d) RFDACS Operating System Buildup and Lockdown document
- (e) Subsystem Programming tables
- (f) CANBus X1 Specification
- (g) CANBus X2 Specification
- (h) Source code for 3.7, 3.8 and 3.9

7. SECURITY

For Official Use Only (FOUO), Signed Non-Disclosure Statement required

8. PERIOD OF PERFORMANCE

The period of performance for this task order shall be 6 months from date of award.

9.0 Quality Surveillance & Performance Standards

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

Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the performance standards and goals defined in J-STD0-016-1995 or equivalent.

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 2001)

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

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

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

(2) Scope and Content.

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

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

(3) Submission and Approval.

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

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

(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 NUWC DIVNPT 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.

C16S COST AND PERFORMANCE REPORTING (MAY 2001)

(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.

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(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.

(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.

C25S ACCESS TO GOVERNMENT SITE (SEP 2004)

(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

CONTRACT NO. N00178-04-D-4051	DELIVERY ORDER NO. 0002	PAGE 10 of 20
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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/envpolicy.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.

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 C. Creaturo Code 3412 Telephone No. 401-832-6924

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

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this task order. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Task Order Ordering Officer.
- (d) Release of all technical data is subject to NUWC DIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).
- (e) All copies of CDRL items under this task order, regardless of distribution, shall be marked on the report cover with the following information:
 - Naval Undersea Warfare Center Division, Newport
 - Contract, Order, and ELIN Numbers
 - Report Title
 - Date of Report
 - Contractor Name (division which generated the report)
- (f) Some of the data deliverables under this task order may require additional markings. If this clause is cited in Block 16 of the DD Form 1423, provide the following markings prominently on the cover of the report:
 - Contractor's Business Address
 - Task Order Dollar Amount
 - Sponsor (name, activity, office code, and location). Orders, if applicable, will identify the sponsor.

CONTRACT NO. N00178-04-D-4051	DELIVERY ORDER NO. 0002	PAGE 12 of 20
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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) (See Attachment), and submit it to the TOM for signature. The contractor shall include the fully signed COFA with its final invoice.

SECTION F DELIVERIES OR PERFORMANCE

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 (JUN 2004)

Work will be performed at the Contractor's facility or other locations, as required by the statement of work. The Statement of Work included with this order specifies those locations.

FD1S PERIOD OF PERFORMANCE

Service provided shall be performed from the date of award through six months.

SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

SLINID	PR Number	Incremental Amount
0001AA	N66604-4323-65A5	
LLA :		
AL 1751810.52LO 252 EAE77 0.068342 2D 000000 L0080MGX0000 INCREASE		

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. The contractor's senior technical representative, point of contact for performance under this task order is:

Name: Mr. Stephen McGarry

Title: Senior Technician Representative

Mailing Address: 51 Bay View Park, Middletown, RI 02842

E-mail Address: mcgarrys@ftechi-mt.com

Telephone: 401-848-9660 FAX:

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 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.

GI0S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (SEP 2004)

(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

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: Mr. William Hurley

Telephone: Commercial: 401-832-1571; DSN: 432-1571

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

Email: hurleyws@npt.nuwc.navy.mil

G17S TOM APPOINTMENT

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

TOM: Name: Ms. Cathleen Creaturo Code: 3412

Mailing Address: Naval Undersea Warfare Center Division, Newport

1176 Howell Street,

Building: 1319 Room: 133

Newport, RI 02841

Telephone: Commercial: (401)-832-6924; DSN: 432-6924

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

(c) Only the Contracting 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.

G41S LOCAL AND SPONSOR ACRNS (SEP 2004)

The following information relates to accounting data cited herein:

RCP NUMBER N0003905WXFM206

SPONSOR ACRN AE - NUWC DIVNPT ACRN A1

NUWC DIVNPT "I" JOB ORDER I551115

SECTION H SPECIAL CONTRACT REQUIREMENTS

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

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

- (1) Comprehensive General Liability: " " per person and " " per accident for bodily injury.
- (2) Automobile Insurance: " " per person and " " per accident for bodily injury and " " per accident for property damage.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of " ".

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

CONTRACT NO. N00178-04-D-4051	DELIVERY ORDER NO. 0002	PAGE 17 of 20
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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.

(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.

H30S LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JUN 2004)

This task order is incrementally funded and the amount currently available for payment hereunder is limited to \$_____ inclusive of fee, profit and all other charges. 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 task order.

NUWC Accrual Date: 2005 June 23

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.

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 (SEP 2004)

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 REVISION 21 AREA RI Statewide

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

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

Choose "SCA Wage Determinations" 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?

"Choose No".

2. Are any of the employees performing work subject to a CBA?

"Choose No".

3. Are the contract services to be performed listed below as Non-Standard Services?

"Choose No"

4. Were these services previously performed with a Health & Welfare of \$2.56?

"Choose No".

The site will provide the appropriate WD.

CONTRACT NO. N00178-04-D-4051	DELIVERY ORDER NO. 0002	PAGE 19 of 20
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SECTION I CONTRACT CLAUSES

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

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

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

Employee Class Monetary Wage - Fringe Benefits

SEE CLAUSE H83S for guidance.

CONTRACT NO. N00178-04-D-4051	DELIVERY ORDER NO. 0002	PAGE 20 of 20
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SECTION J LIST OF ATTACHMENTS

This attachment provides the DD1423 Contract Data Requirements List